

CAH_Tues 28 FEB PT1

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FULL TRANSCRIPT (with timecode)

00:00:05:07 - 00:00:18:01

To reregister to interview in South Florida. Can I just confirm? Everybody can hear me clearly, please. Okay. Thank you. Can also confirm, Mr. Stephens, a live streaming event has commenced place.

00:00:19:19 - 00:00:54:08

Okay. Thank you, Mr. Stevens. Thank you. For those people watching the livestream, can I also advise you that should we at any point adjourned proceedings this morning? We will need to stop the live stream in order to give us clear recording files. And as a result, at the point at which we recommence a meeting of restart the livestream, you'll need to refresh your browser page to view the restarted stream. I'll remind you of this again should we need to adjourn. It's now 9:30 a.m. and time for this hearing to begin. I would like to welcome you all to this compulsory acquisition hearing. Creuzot is currently at Caerphilly at the core of OMA.

00:00:55:13 - 00:01:26:26

This is the compulsory acquisition hearing, dealing with compulsory acquisition and temporary possession matters in relation to the application made by one or more offshore Wind Farm Ltd, who we will refer to as the applicant for an order granting development consent for our Lemoore Offshore Wind Farm Project. Thank you all for attending this meeting. My name is John Hockley. I'm a chartered town planner planning inspector employed by the Planning Inspectorate, and I've been appointed by the Secretary of State for levelling up housing communities to be a lead member of the panel to examine this application.

00:01:27:14 - 00:01:33:17

I'm now going to ask you have a panel members who have also been appointed by the same secretary of State to examine this application to introduce themselves.

00:01:35:03 - 00:01:39:29

Good morning. My name is Helen Casini. I'm also chartered town planner and planning inspector.

00:01:42:07 - 00:01:45:00

Good morning. My name is Richard Morgan. I'm a chartered.

00:01:45:02 - 00:01:45:17

Civil.

00:01:45:19 - 00:01:46:04

Engineer.

00:01:46:06 - 00:01:49:09

And fellow of the Institution of Civil Engineers and a planning inspector,

00:01:51:12 - 00:01:59:01

but rather Good morning. My name is Alex Hutson. I'm a charter term planner, the chartered landscape planner and a professional member of the Opera Cultural Association.

00:02:02:20 - 00:02:06:09

Florida. Good morning. My name is Jason Rawlins.

00:02:06:24 - 00:02:08:12

I'm a chartered civil engineer.

00:02:09:04 - 00:02:11:06

I'm also a chartered environmentalist.

00:02:12:01 - 00:02:14:23

And I'm a planning inspector. I'll now come.

00:02:14:25 - 00:02:36:29

Back to start clear. And together, we constitute the examining authority for this application. And we will be reporting to the secretary of State with a recommendation as to whether to develop development consent. Order should be made. Can I just begin by asking if there is anybody here today who has not attended any of the events held so far in person or virtually, or watch a live stream of event?

00:02:39:04 - 00:02:43:04

So if I see anyone virtually who's not attended, if you can just put a hand up, please.

00:02:46:27 - 00:03:22:00

Okay. I'm not seeing any hands. So there is a hand. Okay. That's no problem. Yes. Well, it just depends on how the house matters go. So there's a few of you. That's not a problem. You can put your hands down, fix it out, and we'll go with the long version of the housekeeping matters. Thank you. So the case manager for this project is Jake Stevens, and he's being supported here today by Lily Robbins. The rear of the room that Spencer Barrowman is providing support remotely. As I mentioned, Mr. Stevens is the case manager and he's potentially the person who you are most likely to come into contact during the course of the application.

00:03:22:14 - 00:03:52:29

So on the examination, if you have any questions or queries about the examination process or the technology that we are using for blended or virtual events, he should be your first point of contact. The case team contact details can be found at the top of any letter you receive from us or on the project page of the National Infrastructure website. Please don't hesitate to contact a member of the team if you need help at today's event or with the technology. This is a blended event comprising an in-person meeting as well as being held on the Microsoft teams platform, which is being both live streamed and recorded.

00:03:53:03 - 00:04:29:12

For those people observing or participating through teams in order to minimize background noise, can you please make sure that you stay muted unless you're speaking? If you are participating virtually and you wish to speak at a relevant point in the proceedings, please use the Microsoft teams hand up function. They be advised there may be a slight delay before we say it, and please wait to be invited to speak or ask to speak at the appropriate time. Alternatively, you can turn on your camera so we can see that you wish to speak. Can I also remind people on joining us virtually that the chat function on Microsoft teams won't work? So please don't try to use this or ask any questions or post comments.

00:04:30:08 - 00:05:03:19

If you don't manage to ask your question or raise your point at a relevant point in time, there will be an opportunity at the end of the meeting for you to raise this under any other matters on the agenda. Because the digital recordings that we make are retained and published, they form a public record that can contain your personal information and to which your general data protection regulation applies. The planning Inspectorate's practice is to retain and publish recordings for a period of five years from the Secretary of State's decision. Consequently, if you participate in today's meeting, it's important that you understand that you'll be livestreamed and recorded and a digital recording will be published.

00:05:04:20 - 00:05:24:21

If you don't want your image to be recorded, you can switch off your camera. We will only ever ask for information to be placed on the public record. That is important relevant to the decision. Therefore, to avoid the need to edit the digital recordings. Excuse me, what we would ask is that you keep your best not to add information to the public record that you wish be kept private or is confidential.

00:05:26:13 - 00:05:36:23

If you feel that personal information is necessary, please provide this in a written, developed, written document that we can redact before publication. Does anyone have any questions with regard to the GDPR regulations?

00:05:42:03 - 00:06:03:12

Okay. And I'll say it and so we'll move on. Just a few preliminary matters for those attending. And persons could have a place that all their devices and phones to sign in place. There are no fire alarm tests or drills planned today. So in the event of a fire alarm, it's a real thing. And we set out the doors and down the stairs the way you came in and the meeting place is across the road on the private

00:06:04:28 - 00:06:19:18

toilets located just outside the doors as well. We will take a short break at around 11 a.m. this morning, lunch probably around 12:30 p.m. Given that we started earlier today, we'll also take a mid afternoon break if we're still sitting at that time.

00:06:22:09 - 00:06:46:06

A audio recording of today's meeting will be available on the section a little more section of the National infrastructure pages of the planning. Inspect your website as soon as practicable after this meeting. With this in mind, please ensure that you speak clearly into a microphone. If any individual or group wishes to use social media report film or record during today's meeting. They are free to do so, but please do so responsibly and with proper consideration for other parties.

00:06:48:17 - 00:07:24:05

We aim to make this meeting and the examination as open and inclusive as possible. We have translation facilities available this meeting and they will be available for the subsequent hearings tomorrow. You will see that all documents issued by ourselves are being published in both Welsh and English, and this will continue throughout the remainder of the examination. Mr. Rowlands on the panel is a native speaker and Mr. Stevens, the case manager, can also speak Welsh. And as I've said previously, all the other meetings the rest of us on a panel will endeavour to pronounce the places and names correctly. But if I could apologize in advance for any mistakes we do make, and please feel free to point out any if and when we do like them.

00:07:24:19 - 00:07:26:20

We welcome contributions in both English and Welsh.

00:07:28:14 - 00:08:03:24

This meeting will follow the agenda as published on our Law Project page of the National Infrastructure Planning website on the 21st of February 2023. I hope you have a copy of that agenda to hand and you'll see that we're currently on item one. You can also find the agenda available on the website in the Examination library. The agenda is for guidance only, and we might add other considerations or issues as we progress. Will conclude the hearing as soon as all relevant contributions have been made and all questions asked and responded to. If the discussions can't be completed, it may be necessary for us to prioritize matters and defer matters to further questions.

00:08:04:18 - 00:08:25:03

Likewise, if you can't answer the questions being asked or quiet, time to get the information requested, that does obviously fine him. If you could just indicate you need to respond in writing for this hearing, we may be referring to several key documents with which you may wish to have some easy access to. These are the book of reference. That's Rep six zero ten.

00:08:27:27 - 00:08:31:01

The statement of reasons. Rep six. W eight.

00:08:33:10 - 00:08:36:05

The funding statement Rep. Six. There are 20.

00:08:38:23 - 00:08:41:29

The draft Development Consent Order Rep 65.

00:08:44:10 - 00:08:46:27

The works plan 6029.

00:08:49:00 - 00:08:52:22

The onshore land plan Ref 6028.

00:08:54:21 - 00:08:58:27

The special category. LAMB Plan Ref. 6027.

00:09:01:18 - 00:09:04:14

The Crown Land Plan Ref 6034.

00:09:06:26 - 00:09:13:03

The landowners, occupiers and statutory undertakers. Negotiations document which is Rep six zero 16.

00:09:15:05 - 00:09:22:21

And finally, the table of compulsory acquisition and temporary possession objections or the CIA schedule, which is Rep 608.

00:09:28:25 - 00:09:41:29

Thank you. I've been provided by the case team. The list of those who have expressed a wish to be heard today. We have with us Mr. Bibby of Davis, ME Property Consultants. On behalf of Mr. JB and Mrs. Evans. Welcome, Mr. Baby.

00:09:43:16 - 00:09:58:27

And I'm going to ask now those of you who are participating in today's meeting, introduce yourselves. And as usual, when I state your organisation's name, if you could introduce yourself stating your name and who you represent and how you wish to be addressed. So can we start the applicant, please, and any of its advisers? Thank you.

00:09:59:24 - 00:10:31:17

Thank you, sir. Florida. Good morning. My name is Liz Don. I'm a partner at Virgin Salmon and I am representing the applicant, our Lismore Offshore Wind Farm Limited. At the hearing today, we have a number of people from the project team here. I'll introduce those that are sitting up at the table at the moment. There will be a little bit of moving back and forward in terms of people sort of coming up to speak. So to my left, Mr. Robert Leese, who is an associate director at Telco McLaren, and they are the applicants land agent.

00:10:32:06 - 00:11:05:00

And at the end of the table on my left, Ms.. Linda Thompson, the director from Open, who undertook the survey work. To my right have Ms.. Jess Colebrook, principal ecologist from SLR. To her right, I have. And Ms.. Antonia Peacock, a consultant from Gobi Consultants. She is running the projections if anybody needs any documents put up on the screen. Then to her left, Mr. Matt Falconer, who is the principal EIA consultant from Salar.

00:11:05:11 - 00:11:16:14

And then around the corner, Marla James, who's an associate at Birgitte Salmon and English, who is a trainee at Burgess Salmon. And they will be they are taking a note for our purposes.

00:11:17:29 - 00:11:26:12

Thank you very much. Can we don't move on to any local authorities or government bodies who may be with us today. If you could raise your hand if there are any.

00:11:34:03 - 00:11:39:25

Okay. And then we can go to any affected parties who wish to have expressed a wish to speak. Please.

00:11:41:18 - 00:11:42:26

Good morning. My name.

00:11:42:28 - 00:11:43:23

Is AVM Bibi of.

00:11:43:25 - 00:11:44:23

Aboriginal Practice, chartered.

00:11:44:25 - 00:11:54:05

Surveyor and Director of Davis Property Consultants, based in Colwyn Bay. And as I mentioned earlier, I'm here today as agents for the interested affected party.

00:11:54:07 - 00:11:54:27

Mr. JP and.

00:11:54:29 - 00:11:58:04

Mrs. Evelyn spend all proper bottle with that.

00:11:58:09 - 00:12:03:20

Thank you. Thank you very much, Mr. Baby. Do we have any of our affected parties with us today?

00:12:06:20 - 00:12:07:07

Virtually.

00:12:13:03 - 00:12:16:09

Okay. We have on hand Mr. Furner.

00:12:19:09 - 00:12:27:10

Apologies. Good morning. Richard Fernhill, representing the trustees of the GPA and Obamacare for discretionary trust.

00:12:29:16 - 00:12:30:28

Thank you very much, Mr. Funnell, welcome.

00:12:33:20 - 00:12:37:18

Okay. And if we can move on, then please, to any statutory undertakers.

00:12:41:23 - 00:12:45:24

If we have any, virtually, if they'd like to raise our hands up Mr. Grech.

00:12:50:20 - 00:12:53:27

Good morning, sir. Michael Gregg from.

00:12:53:29 - 00:12:57:04

DLA Piper and representing.

00:12:58:03 - 00:12:59:23

Both real flats.

00:12:59:25 - 00:13:01:08

Wind Farm and North.

00:13:01:10 - 00:13:05:29

Oil. Wind Farm. I've also got a virtual sense, at least

00:13:07:23 - 00:13:12:15

from real flats. Michael Bradley And from North Oil.

00:13:13:03 - 00:13:13:21

Sam Willis.

00:13:16:13 - 00:13:18:23

Thank you, Mr. Gregg. Welcome. I guess.

00:13:20:18 - 00:13:23:06

Okay. Do you have any other steps you undertake as we have here today?

00:13:26:15 - 00:13:36:11

I'm not seeing any more hands. So is there anybody else with us today who would wish to speak? If you could raise your hand, it doesn't preclude you later from speaking later if you want to.

00:13:38:03 - 00:13:40:22

If you wish to respond to any comments made by other parties.

00:13:46:25 - 00:14:17:28

Okay. Not saying any of our hands there. So thank you for that. We'll move on. Just before we move on to item two of the agenda, I'd just like to raise part attention to the fact that myself, Mr. Hudson said he went on a site visit yesterday afternoon to court approval. Revlon. This was in response to a request for them to view that land. So it was what we call an access and required site visit.

00:14:18:00 - 00:14:28:12

So in a sense, what that essentially means is that they gave us permission to enter onto the land, but they didn't accompany us on the site visit itself. So it was on the company's site. Was it in that respect? Are

00:14:30:23 - 00:14:34:01

there any other comments and or wishes to make under item one oh?

00:14:35:01 - 00:14:42:10

So it was done on behalf of the applicant. Will that be a note of that site visit being put on to the Planning Inspectorate website site?

00:14:42:15 - 00:14:50:26

Well, yes, they'll be at end of the week, as we've done with over weeks will publish a note detail on all our site visits that we've done during this week. Thank you.

00:14:55:13 - 00:15:23:20

I'd just like to say that when speaking today, please bear in mind that we've read all submissions made so far, so you don't need to read out previous submissions. But if you want to refer to something you've submitted to before, then obviously you're very welcome. But we'd be grateful if you could give the appropriate examination library reference when you do so, so we can all follow. Okay. That concludes this item on the agenda. Thank you. And we'll now turn to item two of the agenda, the Atkins case for S.P., which will be led by my colleague, Mr. Hudson. Thank you.

00:15:25:15 - 00:16:00:00

Thank you, Mr. Hockley. So I'd like to begin by asking the applicant to briefly present and justify its case for compulsory acquisition and temporary possession. In doing so, please explain how the proposals addressed the statutory and policy tests under the Planning Act 2008 and the Department for Communities and Local Government published guidance entitled Planning up 2008 Procedures for the Compulsory Acquisition of Land. I'll refer to this document as a DC detailed guidance and provide this overview.

00:16:00:25 - 00:16:12:12

Please ensure that human rights considerations are addressed and the agenda lists the number of bullet points under item two, which would guide the applicants through that presentation. Thank you.

00:16:14:16 - 00:16:33:19

Thank you, sir. Respondent Half of the applicant. It was my intention to cover those points in the initial agenda and give that sort of overview of the the applicant's compulsory acquisition case. And if I don't get to those specific points as we go through, which I'm hoping we will do, we can pick those up at the end.

00:16:33:27 - 00:16:34:12

Sure.

00:16:35:15 - 00:17:10:11

So in terms of setting out the identification of the power source and their purposes, the only more offshore wind farm order, which is documents 6.56 powers to compulsory acquire land and rights,

both temporary and permanent and new and existing rights that are required to carry out or to facilitate or incidental to the construction operation and maintenance of the authorized development as defined in the in the order, and that is in accordance with the provisions of Section 1 to 2 of the Planning Act 2008.

00:17:11:21 - 00:17:42:08

Every parcel of land that is affected by the potential compulsory acquisition of land or rights is identified on a plot by plot basis, and a unique number has been ascribed to each of those plots. Those plots are shown on the land plans, which the current version is document 618 which accompany the order and the details of the interest in that land and the purposes for which the land or rights are required set out in the book of reference. And that current version is document 6.7.

00:17:43:06 - 00:18:14:06

For each plot, the book of reference identifies with it the applicant. And that that here that's Ali Moore Offshore wind Farm Ltd or the referred to as the undertaker for the purposes of the order is seeking the power to acquire that plot outright the plough to create and or acquire permanent rights, including the potential for interference with existing rights or the power to acquire temporary rights of possession and use. The book of reference is structured according to the requirements of Regulation seven one.

00:18:14:08 - 00:18:50:28

The Infrastructure Planning Applications for Prescribed Forms and Procedure Regulations 2009, and that separates the book of reference into five parts. The first part sets out the names and addresses of those who own lease occupy or have another interest in land that would be affected and the rights contained in the order. Part two Lists of those who may be entitled to make a relevant claim. They're called Category three persons and a person is within Category three. If the applicant believes that if the order were to be made and fully implemented, they would have a right to compensation.

00:18:51:08 - 00:19:27:22

Under section 57 six of the 2007 Act. Part three contains the names and addresses of those who are entitled to enjoy easements or other private rights, which it's proposed may be doing extinguished, suspended or interfered with in connection with the authorized development. But four identifies those interests in which there is a crown interest that could be affected. And Part five Special Category Land. For the purposes of Section 132 of the Planning Act and that special category land is that which the acquisition of which would be subject to special parliamentary procedure, which is special category land.

00:19:27:27 - 00:19:36:14

And there is a category of replacement land that would normally be needed, but there is no replacement land proposed for this project. And I'll explain what that is in a moment.

00:19:39:00 - 00:20:24:00

So in looking at the book of reference, it's clear that the way the book of reference is structured is, as I said, to identify the nature of the interest that the applicant is seeking, that there needs to be read alongside the land plans which show those plots and colour the plots in terms of the rights that are being sought, in terms of the plots for which permanent acquisition is sought. Those are shown pink on the land plans and there are only two plots of such plots, excuse me, for the purposes of the original order which over which compulsory acquisition of land is sought and those at plots four one, six and four once.

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And those are required for or to facilitate or incidental to the onshore substation and those associated works.

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Part one of the book of reference, as I said, also identifies those parts which will be subject to the acquisition of permanent rights and restrictive covenants pursuant to Article 20 and Schedule seven of the order. And those plots, as shown below on the land plans, plots that are subject only to powers of temporary possession, such as for the purpose of access or areas only required during construction, are listed in both Part one of the Book of Reference and Schedule six of the order, and they are shown colored yellow on the land plans.

00:21:08:04 - 00:21:51:20

So the applicant's approach to identifying the powers needed to deliver they are really more project has had due regard to the statutory tests and the Department of Communities and Local Government guidance that you referred to serve from 23rd September 2013. The guiding principle that the applicant has applied in identifying those powers sought has been to minimize the extent of its interference with the interest of others. The starting point was to identify the works that would give rise to a permanent change of land use for for the installation of apparatus, those for which permanent rights would be required to be able to repair, replace, inspect, maintain and repair, remove the works.

00:21:52:00 - 00:22:22:06

And finally, any works or areas related solely to the construction of the project. It's important to note that where there are overlapping works, areas are overlapping rights. The acquisition type with the highest level of permanence is being taken as the overriding rights sought. So if there is a if there's a temporary right being sought, but there's a more permanent right there, it's the permanent right that the applicant has identified because it's the greatest of the rights that's being sought.

00:22:23:19 - 00:22:44:04

And minimizing the extent of its interference with the interests of others as principally, principally been achieved by the approach of seeking temporary powers over the majority of the order land to undertake the construction works and install the project. Post-construction permanent rights restrictions can then be sought over the asphalt area.

00:22:45:29 - 00:23:18:22

The alternative to that would have been to acquire all the the land or very wide rights over the order land to be able to undertake the development, which, as I'm sure you would appreciate, would have affected far greater areas than were used using this temporary possession approach. So as an example of this, the order land, as everyone would be aware, includes a approximately 40 meter cable corridor within which the applicant is seeking the powers to install its cables and then to maintain and operate those cables.

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If the temporary possession approach had not been taken, there would have been a need to take rights or land over that whole 40 meter corridor because at this stage the applicant can't identify where those cables will need to go. However, taking the temporary possession approach, the likelihood is that post-construction the the effect on the interests of others will be limited down to something like and I'm not being specific here, but something like a 21 meter standard cable easement.

00:23:51:15 - 00:24:39:12

So that's just over half of the land within the included cable corridor will actually then be affected by those permanent rights. So fundamentally, it is a way of ensuring that the impacts and the permanent impact on the rights of those affected and their ability to use the land is minimized as far as possible. And as I've already highlighted, compulsory acquisition, i.e. the acquisition of land is only sought over to the two plots at the substation for one six and 417, where the nature of the development works and the associated utilities infrastructure, permanent landscaping and ecological mitigation

compensation and enhancement works will involve a permanent change of land use and require the applicant to have control of that land.

00:24:41:10 - 00:25:23:26

The applicant has taken the cautious approach of seeking powers of compulsory acquisition or rights of use in respect of all plots of land required for the scheme. This approach needs to be maintained to ensure that in the event that interests that despite diligent inquiry, haven't been identified at this stage or asserted over the land, the applicant has the ability to deliver that land, to deliver the project without being held to ransom by any of those interests. And also it's worth noting that when the applicant has been able to, it has removed plots from the all the land where it's become clear that no infrastructure has been proposed to avoid that being.

00:25:23:28 - 00:25:55:29

Unnecessary incursion on land and interests. So that includes land belonging to Natural resources. Wales will be a real golf club. Where there's a pumping station. There was no intention to interfere with that or those interests. So that block was removed and a small area of proposed mitigation land for speech to avoid unnecessarily encroaching on land, at least to the bowls club. So where we've been able to remove plots, we have sought to do that.

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In terms of sort of identifying those rights that are sought. Those have been separated within the development consent order and the book of reference into different categories depending on the nature of the works that are to be carried out. These are set out in schedule seven of the DCO and in table two of the book of reference. I'm hoping you don't want me to talk through all of those in any detail, but I'll just give you an overview. Will be here for a very long time and if there are any questions about them, we can deal with those. So those rights are very clearly separated out so that again, there isn't just a general right being sought, but they are specific to the works that will be taken place in those areas.

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So there are rights in relation to the cables

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and those are rights for effectively the construction, maintenance and decommissioning of the sorry construction maintenance operation and decommissioning of the authorized development. There were rights in relation to transition joint base because those are different to the cable rights. There are rights in relation to access, rights in relation to visibility, splays and highway verges, rights in relation to permanent mitigation work area accesses and permanent mitigation works.

00:27:15:14 - 00:27:48:06

Works rights in relation to temporary mitigation area, works rights in relation to drainage and those in relation to the National grid substation works and access and where it's necessary having installed the authorized development to protect the infrastructure that's been that's been installed, all those works. There are related restrictive covenants that is sought to effectively protect the authorised development and to maintain and to maintain it.

00:27:48:08 - 00:28:13:09

So that might be in relation to visibility splays where effectively the covenant is there to say that those that those visibility splays can't be built, can't have vegetation put on them or obstruction put on them to ensure that they maintain they are maintained as a visibility splay And in relation to things like the cables that there are restrictions on planting and activities above the cables.

00:28:14:25 - 00:28:56:08

So how does that comply with the relevant statutory and policy tests? Well, those relevant tests are, as you highlighted in the agenda, are set out in the Planning Act and specifically Section 1 to 2, Section 1 to 2 sets out that an order granting development consent may include provisions authorizing the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in the conditions set out in subsections 2 to 5 are met and the relevant conditions are all that the land is required for the development to which the development consent relates.

00:28:56:22 - 00:29:32:11

It is required to facilitate or as incidental to that development or its replacement land. And as I said, we do, we don't have any replacement land here and there's no acquisition of replacement land. And the further condition under Section 1 to 2 is that there is a compelling case in the public interest for the land to be acquired compulsorily under Section one, two, three. That order in terms of authorising the compulsory acquisition of land can only be made if there has been a request by the applicant to do that within the order which there has been here and which say that the prescribed procedure has been followed as well.

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And so if we look at the points around the land being required for the scheme or being required to facilitate or incidental to it, I think it's actually quite important to consider what required means for these purposes. And there is case law which states that what required means for the purposes of this, of for the purposes of this text in section 1 to 2 is that it is necessary in the circumstances of the case.

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It doesn't have to be indispensable, but it is needed to deliver the scheme proposed. And that was considered in the Court of Appeal case of Sharky and another where the court stated this was in the context of a local authority compulsory purchase order. The local authority do not have to go so far as to show that the compulsory purchase is indispensable to the carrying out of the activity or the achieving of the purpose, or to use a similar expression that it is essential. The word required here means necessary in the circumstances of the case, and we consider that it is necessary in the circumstances of the case for that land and those rights to be acquired.

00:30:54:01 - 00:31:28:16

I think it's also worth noting, sir, that. Paragraph 11 of the compulsory acquisition guidance. The the algae guidance that we spoke about earlier does refer to this and it is in respect of the tests under Section 1 to 2, the promoters should be able to demonstrate to the satisfaction of the decision maker that the land in question is needed for the development for which consent is sought. The decision maker should be satisfied in this regard that the land to be acquired is no more than is reasonably required for the purposes of the development.

00:31:30:28 - 00:32:02:05

There is also some interesting guidance and relevant, I think, in the context of this scheme. A paragraph 11 which gives the helpful example of the acquisition of land for the purposes of perhaps landscaping a project. And there the guidance states that the Secretary of State would need to be satisfied that the development could only be landscaped to a satisfactory standard if the land in question were to be compulsory acquired, and that it is no more than is reasonably necessary for that purpose and is proportionate.

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So

00:32:05:02 - 00:32:15:03

our case is that the land that we have identified, and particularly I think at the substation where I know we will have some further discussions, meets those those relevant tests

00:32:16:23 - 00:32:17:08
and.

00:32:19:10 - 00:32:50:15

The secretary of state, as we said, under Section one, two, two, three also needs to be satisfied that there is a compelling case in the public interest for the acquisition of land. And paragraph 13 of the GCG guidance explains a bit more about what that means. So for this condition to be met, Secretary of State will need to be persuaded that there is compelling evidence that the public benefits that will be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.

00:32:51:08 - 00:33:30:28

And the guidance goes on to say that Parliament has always taken the view that land should only be compulsorily acquired when there is clear evidence of the public benefit outweighing the private loss. That compelling case in the public interest is a matter for the Secretary of State to determine. However, the applicant our position is that the public benefit of this project is both clear and compelling. The scheme is supported by a cascade of international and national obligations that combine to place the UK on a path to reduce carbon dioxide emissions and create safe, affordable, reliable energy.

00:33:31:06 - 00:34:10:02

With a very strong focus on the UK generation and security of supply. Through the Climate Change Act, the UK Government is committed to reducing greenhouse gas emissions by 100% of 1990 levels by 2050. And the UK Government has made it clear that offshore wind plays a key role in achieving both net zero and the decarbonisation target. With the 20, with the 30 gigawatt by 2030 target announced in 2019 being increased, as we know, to 50 gigawatts in 22nd April 2022 and I believe will make an important contribution to the UK meeting those targets

00:34:11:28 - 00:34:48:04

in the National Policy Statement tracker provided by the applicant. DEADLINE three. The policy and need case for our aim always updated. So to make clear and really draw together that in addition to the support that comes for this project from the national policy statement and the urgent need that is identified in the national policy statements for new renewable energy generation like our all, there is also an increasing focus and urgency to that decarbonisation of our energy system and to the deployment of new renewables capacity to achieve net zero.

00:34:49:05 - 00:35:20:13

There are references in there to the entire Intergovernmental Panel on Climate Change reports and statements which are really setting out a very clear and an urgent message about the importance of acting quickly to limit the harmful and permanent consequences of failing to limit the rise in global temperatures. And we've also seen the UK sixth carbon budget, which requires a reduction in UK greenhouse gas emissions of 78% by 2035 relative to 1990 levels.

00:35:20:21 - 00:35:51:22

And also a warning there, I think that also against a background of electricity demand increasing and a slowing of the deployment of new renewables, which was evidence through Welsh Government's 2020 report energy generation in Wales. I think what this tells us in terms of the need case for this project is, is that the scale and pace of action needed to reduce emissions is get is only growing and that is essential. That rapid progress is made through the 2020s.

00:35:52:13 - 00:36:00:21

The rate of emissions reductions must reduce. Otherwise, the legally binding UK targets set out in those carbon budgets will simply not be met.

00:36:02:28 - 00:36:39:11

Decisions through the consenting system like these really more must be responsive to that change position and we would suggest that that can be done by by giving substantial weight to energy policy objectives as well as, as I said, that need that set out in both the current and the revised national policy statements for new renewable energy generation capacity, with a strong focus on offshore wind available, can make a large and a meaningful and timely contribution to that decarbonisation and security of supply while helping lower bills for consumers through its operational life.

00:36:41:04 - 00:37:11:22

The case for more from an energy generation perspective is therefore urgent and important. But there are wider benefits as well, and those we set out in the statement of reasons. So no doubt we are discussing later, but the delivery of increased biodiversity benefit through the enhancement of existing habitats and increased connectivity of those habitats, and also the socio economic benefits to local businesses through construction and the operations phase, again, which are detailed in the statement of reasons.

00:37:12:07 - 00:37:29:03

Noting that the applicant's previous contribution of 3 billion into Wales and the. Going to more project investing 90 million in Wales during construction were an investment in local skills and training. So looking at that against the private loss,

00:37:30:25 - 00:38:08:14

as I said at the start, I think it's really important that to have in mind the approach that I set out that the applicant, Ali Moore, is taking to both temporary possession and compulsory acquisition, that rather than unnecessarily acquiring land for cables or permanent rights over extensive areas of land it has sought, it is seeking powers of temporary possession in order to to enter land and to install infrastructure, and it is only taking rights or restrictions where these are needed to protect the installed infrastructure or ensure that mitigation and enhancement can be effective.

00:38:09:13 - 00:38:40:06

As I said, the only potential for compulsory acquisition of land is two plots for the substation where that land is needed for infrastructure, landscaping, ecological mitigation and enhancement. I think the examining authority has rightly asked questions about the impact of the scheme on affected agricultural holdings and we've provided information about those that are affected. Again, I'd reiterate that through the cable route, the approach that's being taken is about limiting the impact and minimising the impact on those holdings.

00:38:40:24 - 00:39:11:26

And I know there's also been questions around the land. It's been improper in terms of how much of land has been taken from that. It's not our position, I would suggest, to to be making submissions on that. And there have been, I think, submissions from the agent in relation to the impact of the proposed land take, but not, as I understand it, any any response in terms of what level of land would negate his concerns about the property. So clearly that is a consideration.

00:39:13:01 - 00:39:51:22

Ultimately, though, sir, this is a matter for the Secretary of State and the applicant considers that not only is it met the test in section 1 to 2, but there is that compelling case in the public interest to be for the land to be acquired compulsorily, and that the interference with the rights of others is justified in this case. Two more points I wanted to make, which are relevant to that compulsory acquisition case, and those are to do with the test that is set out in the ecology guidance. The first of those, whether all

reasonable alternatives to compulsory acquisition have been explored and there are two factors to consider here.

00:39:52:05 - 00:40:22:27

The first is whether there would be an alternative way to secure the rights that are needed or whether an alternative project would have avoided the need for compulsory acquisition in terms of that alternative way to secure rights. It will be clear, and I hope it is clear, that the applicant and its agents have been engaging with landowners for a very long time in relation to this project and are in active negotiations with a view to securing voluntary agreements wherever possible. Mr.

00:40:22:29 - 00:40:56:17

Lease will give an update on the current position. However, I think it is also important to recognise that predominantly this is a linear project and linear projects are can be quite challenging in terms of the compulsory acquisition that's needed. And I think that is recognised in paragraphs 25 and 26 of the Department of Communities and Local Government guidance, which which says that work proposals would entail the compulsory acquisition of many separate plots of land such as for long tenure schemes.

00:40:57:00 - 00:41:38:26

It may not always be practicable to acquire by agreement each plot of land where this is the case, it is reasonable to include provision authorising compulsory acquisition, covering all the land at the outset, and it also refers to applicants needing to consider at what point the land they're seeking to acquire will be needed and as a contingency measure should plan for compulsory acquisition at the same time as continuing negotiations. And that is exactly the approach that the applicant has taken here. It is seeking that compulsory acquisition and as I was explained, that is needed across the whole of the order land to allow the project to be constructed and operated and to proceed.

00:41:39:24 - 00:42:09:25

And I think given the linear nature of the onshore elements of our Lismore, it's not considered that an alternative project, an alternative cable route, would avoided compulsory acquisition. And I would suggest that no such case has been made into the about the project that it could be. I think there's actually just one more point I wanted to make there. It's also really important to note that the compulsory acquisition only relates to land within the order limits. So it's land above.

00:42:10:27 - 00:42:46:00

I'm going to be corrected here above mean high water springs because it's land that isn't within the Crown State's ownership. So anything that is. The low latency, low water and the export cable corridor, the Ouray area. There is no compulsory acquisition being proposed in respect of any of that or an interest because the applicant it is land, it is not land seabed that is owned by the Crown State. With the current state operates the lease. And so those provisions that are relevant to the compulsory acquisition are in respect of land and anything that is considered land.

00:42:46:02 - 00:42:54:16

So for the purposes of this, its its land, its landward of main hold springs and

00:42:57:00 - 00:43:33:21

also in respect of the negotiations that have been going on with Category two parties, because I know that that has been a question that the examining authority has asked. So those category two parties are parties who own interests or have rights in land, and the extent to which there has been negotiation with those parties and as identified and they are identified in the book of reference. But to date, there hasn't been any need to undertake any direct negotiation at this stage of the project, as those works don't require the extinguishment.

00:43:33:24 - 00:44:09:25

And as far as we know at this stage of any known rights and those rights can, again, as far as we know at this stage be accommodated within the rights that Ali Moore is seeking. However, if that position changes and the right there are rights identified, that would be incompatible, then the applicant will use the same approach as it's used elsewhere and seek to agree terms with those parties in preference to seeking rely on compulsory acquisition powers as simply how it's done. And we could talk about the example of a wild ground, which is one of the has an interest in the substation site.

00:44:10:17 - 00:44:21:11

There haven't been any active negotiations there as the applicant's understanding is that the rights that wild ground have have effectively been exercised there in relation to the

00:44:23:06 - 00:45:03:04

to the Commonwealth complaint. Thank you. The ecological mitigation to wildlife area and to the east of the substation and in so far as that nature reserve is now up and running, the rights that that that has over the land effectively have are in place. The applicant doesn't consider that the acquisition of that plot of land would require any surrender of the rights that that that that wild ground currently has and that they can subsist with the with the development of the substation and the other works that are needed that will need to be confirmed once the final design of the substation is understood.

00:45:03:06 - 00:45:17:24

And actually you know how the rights have been exercised by while ground are in place. But certainly the current understanding is that there will be no interference and therefore no need for that negotiation. So that's that's just to put just to make that clear.

00:45:20:02 - 00:45:55:16

So that's it. In terms of alternatives and the approach to negotiation and seeking voluntary agreement. The other part of the DCLG guidance is in relation to a clear intention of how the land will be used and funding is available in terms of funding. The applicant is provided as it as is required, a funding statement and that's been updated at the request of the examining authority to to reflect current inflationary pressures, both in terms of land values but also in terms of the cost of the project.

00:45:55:18 - 00:46:44:18

And appreciate we have that as an item agenda. Further on, if there are questions that you wanted to ask and how the how the land will be used. I think we've we've made that clear through the purposes of what we're there. And then finally, I think paragraph ten of the guidance that there was a legitimate purpose for the compulsory acquisition and there is a legitimate purpose, it is to facilitate the delivery of our law, which is a scheme that will make an important and valuable contribution to the decarbonisation of the UK energy system and provide a safe, secure and reliable renewable energy for which the UK and the Welsh governments have identified an urgent need that, in that interest is also considered to be proportionate, given the approach that's been taken by the applicant.

00:46:46:15 - 00:47:13:06

So that's the main case under section one two. You also asked in respect of Section 1 to 7, which is statutory undertakers land at Section 1 to 7, effectively provides for circumstances in which an order seeks compulsory acquisition of land which had been acquired by that statutory undertaking. For the purposes of that undertaking and where an objection had been made and not withdrawn before the completion of the examination.

00:47:15:19 - 00:47:52:27

There is a separate item agenda. Next year, we'll consider where we are in terms of engagement with those statutory undertakers that do have land within the order limits. And the applicant is confident that any objections made by statutory undertakers will be withdrawn. Our aim is to do that before the close of the examination. That isn't always possible, as I'm sure you're aware. And if that is the case,

those negotiations will continue and we will update Secretary of State as and when that happens so that that can be taken into account obviously in final decision.

00:47:54:08 - 00:48:27:21

Section 132 is in relation to open space land. Just to be clear, the order land does include open space land, while it includes land that the applicant has assumed is open space land, and that is land at Frith Beach and the Promenade. However, there is no loss of open space land. So. So where you would normally have a situation where that land was being acquired and used for above ground development, there would need to be, as we said, a requirement to provide replacement land.

00:48:28:11 - 00:48:58:22

Our position, and one that's been followed in a number of other orders, is that because of the nature of those works, which is effectively cables being installed underneath the underneath the beach. So far as you can in the promenade and the use of that as temporary construction areas, that there is no loss of open space and that the relevant provisions which are section 132, is that the order land would be no less advantageous when burdened with the order. Right.

00:48:58:25 - 00:49:32:19

So there's no change to how that's going to be used. There will be no difference in terms of the way that the land is and therefore the provisions of Section 132 are met. And then the final provision you asked us to deal with was Section 138, which is about the compulsory acquisition of Crown land. That can only be clearly we can only include compulsory acquisition of Crown land. Where Crown consented is to do that under the Section 135. That process is underway and again we will be providing an update on that.

00:49:32:21 - 00:49:41:09

And in particular it's relevant in the context of the negotiations with Welsh Government around the works at the A55.

00:49:44:14 - 00:49:48:19

So I think that was my overview. So if you have any questions.

00:49:48:24 - 00:49:52:22

Thank you very much, Mr. Dunn. That was very helpful. Did you touch on human rights?

00:49:53:09 - 00:49:54:06

I think I did.

00:49:54:20 - 00:49:55:06

In terms of a.

00:49:55:08 - 00:49:56:27

Compelling case in the public interest.

00:49:56:29 - 00:49:57:14

Okay.

00:49:57:16 - 00:50:02:26

So that's about the balance of the test and the to with those rights. Yes. Okay.

00:50:03:06 - 00:50:03:21

Thank you.

00:50:05:24 - 00:50:20:11

So we've already asked a number of written questions on the applicant's case for sale, chemical structures and temporary possession, and I don't intend to repeat these here. However, the annex to the agenda included some matters that we just wish to touch on.

00:50:22:17 - 00:50:48:09

So in terms of the power source, are you able to clarify the power source as shown in table one of the book of reference? And on the land plans with particular reference to the specification of new rights, only noting that some articles the DCI, IAEA, Article 2022 and 29 would also allow for the acquisition of rights already in existence.

00:50:49:01 - 00:51:30:10

Thank you. So I listen on behalf of the applicant. The point is noted. I think it is clear throughout the documentation and I would say safe in relation to that particular sort of title or heading that the intention is that the applicant has the power or the undertaker would have the power to acquire existing rights insofar as they're incompatible with the with the with the development that's proposed or those new rights in relation to potentially the relocation of statutory undertakers equipment, although there is no there's no current view that that will be needed.

00:51:31:25 - 00:52:06:09

I'd suggest that I think what's happened is we've taken the word acquisition of rights to, to cover both the acquisition of new rights and existing rights. And it's just that what that shorthand has done is sort of limited it down. It's taken the it's taken the reference in Schedule seven, which is the heading of that schedule, which is standard schedule heading and applied that, albeit that actually what the articles do and what the provisions of the order do is apply is allow for both of those things.

00:52:06:20 - 00:52:18:12

So I think it's just perhaps that it's it's a shortened summary of acquisition of new rights, meaning both acquisition of new rights, but also acquisition of existing rights.

00:52:19:03 - 00:52:25:29

Okay, I understand. Thank you. But it's clear elsewhere in the documentation that that's what you're seeking. Yeah. Okay. Thank you. And

00:52:27:20 - 00:52:30:02

just moving on to Article 27 eight.

00:52:33:07 - 00:53:03:16

So we've asked a number of questions on this article, and we note that it's been it was amended, but it still appears to make provision for the same rights over land identified for temporary possession only any land subject to the compulsory purchase or acquisition of rights or restrictive covenants is included in Schedule seven, and provision is made for this Article 20. Also, there's no apparent crossover of schedules six and seven.

00:53:03:18 - 00:53:04:03

So.

00:53:06:15 - 00:53:07:00

It.

00:53:10:03 - 00:53:24:09

So, yes, I don't fully understand why you're including any mention of schedule seven within Article 27 eight. So if you could please just clarify your reasons for that.

00:53:25:25 - 00:53:29:28

Thank you, sir. Last on on half the applicant. So the the

00:53:31:14 - 00:53:42:02

article 27 is the article that relates to temporary possession and it just.

00:53:49:18 - 00:54:12:04

Or the temporary use of land for carrying out the authorized development. That addition of the wording in paragraph eight was attempting to address the question that you'd asked previously regarding ensuring that that that was that was limited to those

00:54:13:19 - 00:54:18:00

areas of land that had been identified for the compulsory acquisition of rights

00:54:19:18 - 00:54:28:12

and therefore making that reference so that it was, it was clear that it. You wouldn't be able to seek to.

00:54:31:27 - 00:55:03:18

Seek rights over those areas of land that were identified in Schedule six as being for temporary possession only safe in the case where there's a need to relocate. Undertake statutory undertake its equipment, which is a very limited category. So we've sought to address those issues. We have actually. Potentially come up with some revised wording that may assist in terms of making that clear. I don't really want to.

00:55:03:24 - 00:55:26:29

I've been told off once for drafting on the hoof in a disco examination, so I'm not proposing to do that here. But I wonder if we take that away and and propose that wording. I think the intention is clear as to what it is we're seeking to achieve. I think perhaps the drafting does need just a little bit of tweaking to make sure that it is achieving that figure.

00:55:27:01 - 00:55:29:12

It's quite. As it reads, it's quite confusing.

00:55:31:14 - 00:55:54:18

I mean, I've seen it before where this where you have six, schedule six which is type only. Yeah. Schedule seven is rights. Yeah. Then 20 788 would also seven eight just says the undertaker may not compulsory require. Under this order the preferred to in paragraph a one air. Yes and that's that's it.

00:55:55:18 - 00:55:57:13

That might be the most sensible amendment.

00:55:57:18 - 00:56:01:14

Okay yeah. Okay well I'll leave that will respect.

00:56:01:16 - 00:56:10:10

I think we're likely to need to update the detail. I would suggest following tomorrow's hearings as well. So this would be something that we would. We pick up as part of that.

00:56:10:14 - 00:56:12:26

Okay. If I can leave that with you that I think you.

00:56:17:01 - 00:56:18:18

By the next deadline. Would that be?

00:56:18:20 - 00:56:19:06

Yes. Yes.

00:56:19:13 - 00:56:19:28

Thank you.

00:56:28:10 - 00:56:30:13

Okay. And then moving on to Section 127.

00:56:32:03 - 00:56:33:28

So 1 to 7, one

00:56:35:16 - 00:56:48:16

of the planning acts indicates that Section 1 to 7 applies in relation to statutory undertakers land. If the land has been acquired by them for the purpose of that undertaking. The negotiations document

00:56:50:16 - 00:56:58:17

lists a number of statutory undertakers and refers to Section 1276 as relevant to them.

00:57:00:10 - 00:57:01:20

I think the seven in total.

00:57:03:25 - 00:57:09:07

I just want to ask, given that only two of them are identified as landowners, is that correct?

00:57:10:22 - 00:57:15:08

No, sir, it's not correct, and that needs to be updated. Okay. Which will do for the next deadline.

00:57:15:15 - 00:57:17:20

So just for clarity.

00:57:20:04 - 00:57:23:22

Section 1 to 7 applies to only Network Rail and

00:57:25:19 - 00:57:27:16

Welsh Water. Okay. Thank you.

00:57:33:17 - 00:57:41:24

Okay. So anybody have any general points they wish to raise on the applicant's case for compulsory acquisition and temporary possession?

00:57:43:21 - 00:57:47:03

Before I move on. Yes, Mr. Bibby, merely just to.

00:57:47:05 - 00:57:49:06

Say that I will make comment further on, if I may.

00:57:49:15 - 00:57:50:13

Okay, no problem.

00:57:54:12 - 00:57:57:24

Yeah. So there were all the questions I had on the sexual agenda item. Thank you.

00:58:03:01 - 00:58:08:02

So if we move on to agenda item three, which is site specific issues for the applicant.

00:58:13:18 - 00:58:36:12

So I am aware that the applicant submissions from the submissions that it is actively discussions to try to secure the rights and needs through voluntary agreements. Could you please provide a general update on how these discussions are progressing? The current expected deadlines for conclusion and given the number of plots involved, any issues where there is a particular problem.

00:58:37:18 - 00:58:40:01

Thank you. Mr. Lace will be covering this.

00:58:40:14 - 00:58:41:17

Okay. Thank you, Mr. Lees.

00:58:43:09 - 00:59:13:16

Yeah. Rob, ladies and behalf of the applicant. So as you mentioned, the latest update in the state's negotiations with affected parties is set out and of the negotiation with the landowners of bars and the statutory undertakers. Examination Lobby. Rep. Rep six zero 16. Today, three sets of and two terms have been agreed covering areas of operational access and visibility, supplying and agreeing cuts, and the terms are a key initial stage prior to agreement of the formal legally binding land options.

00:59:15:05 - 00:59:41:03

Work is ongoing in pursuit of further signed agreements with endeavours being made to progress matters of a commercial nature by increasing the baseline land value. Negotiating Monday on the cable easement discussions by 40% since negotiations commenced and had the terms of first issued on the 23rd December 2021. Similar uplifts have been applied to rates applicable to temporary construction compounds and ecological mitigation areas.

00:59:43:09 - 01:00:00:15

This demonstrates the applicant's willingness to try and secure voluntary agreements with affected landowners and occupiers. The applicant considers that negotiations are in advanced stage with the majority landowners and would expect to have secured heads in terms of the number of additional parties by the end of examination

01:00:02:15 - 01:00:17:10

with those landowners and occupiers where negotiations are less advanced. They will endeavour to engage with the affected party and their appointed representative as appropriate. Beyond the end of examination, paired with with a view to resolving outstanding points of difference

01:00:19:02 - 01:00:44:07

moving forward on the basis that we continue to negotiate and get further sets of signed heads of terms agreed to the following legal negotiations and completion of option agreements. Draft documents are currently with the applicant's appointed agents for review. Once this review is complete and any necessary amendments are carried out, these documents can be made available. Circulation to affected persons. Their appointed agents and solicitors.

01:00:45:27 - 01:01:04:00

Once set, the terms assigned and legal representatives are engaged, it is hoped that perhaps negotiations will be concluded within 12 weeks. This is, of course, dependent on a number of factors outside of the applicant's control, including engagement from persons, legal representatives and consents from third parties such as mortgage providers.

01:01:06:06 - 01:01:50:06

It's not uncommon for projects to not have legally binding options in place at this stage of the process. As noted previously, where necessary, negotiations will continue after the close of the examination. Other recent projects, including Hornsea four, sharing a Dudgeon Extension project, East Anglia, one North and two which have come forward with other completed legal agreements or greater number of sunsets ahead. Two terms at the examination stage have benefited from the creation of by land agents of land interest groups, whereby clauses generic to all agreements could be more efficiently agreed, with the exception of some early roundtable discussions in January-February, where some agents did extremely helpfully conveying to discuss generic terms.

01:01:50:18 - 01:01:55:28

It has not been the case here, with transactions broadly being dealt with independently by agents up and down the route.

01:01:57:16 - 01:02:21:01

While the applicant entirely appreciates that each land agent will have their own independent views of matters and there will be matters which are unique to each holding. This individual approach in negotiations does naturally give rise to a more protracted period of discussions. However, recent experience another project is that agreements will be secured with most, if not all, relevant parties before construction works commence.

01:02:22:26 - 01:03:00:19

In terms of affected persons afforded protection from the use of those negotiations with Network Rail progressing with further discussions on the commercial element in agreement continuing. Next schedule meeting between the parties has been arranged for tomorrow 1st March 2023. Terms of the Crown Estate and who has had a good relationship with the Crown Estate estates is a project as a whole, and we've been broadly set our suite of tender terms for a lease option for lease which are broadly agreeable with AWB, albeit we are awaiting draft documents to be issued to the projects.

01:03:00:21 - 01:03:14:07

The applicant's appointed legal representatives. Latest composite Crown Estate received yesterday, 27th February 2023. In terms of the way government negotiations

01:03:15:25 - 01:03:37:27

will advance with with Welsh government with two sets, had two terms currently in circulation in respect of the operational element of the a55 and the small sliver of what is effectively cultural land as well. We're waiting further comment from Welsh Government next year later to undertake a valuation.

01:03:39:26 - 01:03:40:11

Thank you, sir.

01:03:42:11 - 01:03:43:02

Thank you very much.

01:03:45:14 - 01:04:04:24

Again, we've asked some of written questions on site specific compulsory acquisition and temporary possession matters and are aware of all submissions relating to this. There are, however, a few

questions or points of clarification we wish to address which can be highlighted in the Annex to the agenda.

01:04:08:24 - 01:04:34:17

Just in terms of the negotiations document. So paragraph one states are leaseholders. The tenants are listed below respective landlords. However, whilst the for example, the owner of Plot 17, the owner plots away five and the other plot three three, one I'll show you the book of reference lists and the documents, the respective lessees tenants and not just please clarify the reason for that.

01:04:36:05 - 01:05:21:03

You have to taking each plot in ten plot 17 the lease for Cornerstone and AP Wireless. You've got 17 forms part of work six which is a temporary working area for creation and construction access to works number 3384, five, six and seven from real coast road, including works junctions and visibility, space and removal and remediation of groins and and trenches. Installation technique works So as this plot is subject to temporary possession only, there's no intention to acquire any rights from the lease leaseholder or to obtain the consent of the leaseholder to the terms of the agreement for permanent rights negotiations with the freehold owner of the land in respect of any temporary rights acquired will be addressed when the full extent works is known.

01:05:21:05 - 01:05:49:23

After detailed design stage. Such detailed design in this area and the eventual impact on the departed leaseholder will be strongly linked to the design of and construction progress of the coastal flood defence works in the area, if it is envisaged at this stage, works for the creation of an access will affect the leaseholders demise. They will engage them in collaboration with the freehold owner to most likely agree a tripartite license agreement.

01:05:54:06 - 01:05:55:05

Okay. Thank you.

01:05:55:12 - 01:06:22:22

And in respect of the further plots, plot 2853, three, one. We're grateful for input from Mr. Bibby and Mr. Roston. If Carlene can confirm that neither of the two tenants listed in against those plots are now holders of tenancies over those specific plots. So we will amend the book of reference accordingly. Not deadline seven.

01:06:32:07 - 01:06:33:11

Okay. Thank you very much.

01:06:36:15 - 01:06:49:06

And so that may be relevant to the next question as well. So please explain why the negotiations document does not include some occupiers, for example, those listed under the same plots. I think you may have just outside of that.

01:06:50:15 - 01:06:51:27

Please enough. Yes, sir.

01:06:52:18 - 01:06:53:12

Okay. Thank you.

01:06:56:01 - 01:07:03:13

So moving on. Could you please clarify why some affected parties are listed numerous times in the negotiations document?

01:07:05:12 - 01:07:40:13

Yeah. So probably some of the applicant as discussed previously, that document is laid out in such a way to show tenants leaseholders underneath the entries for their respective landlords. This effectively allows individual transactions to be tracked through the negotiation progress process. This template is broadly similar to that used on Hornsey for and have a note in that the application here, the document here does not list plot numbers if it would be useful to the panel. We can include block numbers and give you an indication of where those transactions refer to.

01:07:41:03 - 01:07:44:25

And then it would totally align with the submission made on hold for.

01:07:46:23 - 01:08:10:21

Further to that in response to the question. So infected persons are both owners and occupiers of land and others have multiple tenancies along the cable route. The states negotiate on the applicant's rights terms and occupiers and terms may differ there. So therefore there is both. So landlord and tenant situations was as laid out with the owner and then the tenant and then working went through.

01:08:11:23 - 01:08:22:29

Okay. So because some people have land say on this seat number, oh they should either be separated out rather than just identifying the negotiations with them overall.

01:08:23:22 - 01:08:25:17

Probably to mark up an inspection.

01:08:26:21 - 01:08:27:18

Okay. Thank you.

01:08:30:12 - 01:08:44:26

And there was submissions. Rep 50365837 which indicated a different date for the most recent negotiations. So that indicates in the negotiations document. Could you please clarify that situation?

01:08:45:26 - 01:08:47:04

Probably some of the applicant.

01:08:48:19 - 01:09:22:04

So both documents indicate that the latest corresponding in respect of the right set, the terms was the 6th of October. I think the confusion may have arisen in respect of the entry for Mr. Mrs. Evans and given the twin track reporting in that particular line of the freehold heads of terms negotiations and if it would be helpful again, the applicant can seek to clarify matters in that document and clearly separate the right sets of terms negotiations and then the freehold heads of terms negotiations to make that clear.

01:09:22:10 - 01:09:24:00

Okay. Yes, I'll be helpful. Thank you.

01:09:29:04 - 01:09:45:03

Yes. So entries 28 and 29 in the company's deposition schedule do not appear within the negotiations document. In addition, the organization under entry 29 does not appear in the book of reference. Could you please explain the reasons for that?

01:09:45:27 - 01:10:03:22

Probably some of the opinion in respect that on 28 the bedridden farming company Limited. This is an oversight and it will be included in the deadline seven submission. But importantly, negotiations in respect of an Occupier's consent are ongoing with the Farming Farming Company Ltd

01:10:05:07 - 01:10:21:02

and in respect of line 29, the trustees of the Driven Estate Maintenance Fund, the respective trustees, those being Ralph Collins, James Dad and Elaine Rowley Conway and Thomas Rowley Conway are listed in the book of reference.

01:10:30:17 - 01:10:35:25

Okay. Thank you. So will the C schedule be updated to reflect that as well?

01:10:37:02 - 01:10:41:02

Yes, we can seek to update the setup schedule to make that clear.

01:10:41:21 - 01:11:03:29

Okay. Thank you. And then what Could the applicant include A separate section within the document, the CIA schedule detailing negotiations with both North oil, wind, farm and real flat wind farm, just for ease of tracking freezer reference to keep all the information together, will it be possible.

01:11:04:08 - 01:11:43:27

To list down on behalf of the applicant? And we don't think it's appropriate given the purpose of this document. North Highland Mill Flats are not parties where rights are being sought or land is being affected. As we've made clear, this isn't land. There's no compulsory acquisition involved here and we're happy to provide a summary at the end of the examination in terms of where where. Provisions. And clearly you've been able to track progress of those discussions through the examination, but we don't think it's appropriate for that to be included within this document, given the nature of that document.

01:11:45:09 - 01:11:55:11

Okay. I understand your reasons for that. So a separate document would be helpful, probably rather at the end of the examination at each subsequent deadline.

01:11:55:24 - 01:11:56:12

Yes, sir.

01:11:57:16 - 01:11:58:06

Okay. Thank you.

01:12:02:12 - 01:12:11:24

Move to the book of reference. Is it correct to include in the book of reference the agent that submitted the representation asserted for right.

01:12:13:14 - 01:12:23:16

Probably is a matter for the applicant. And yes, the Agent Collins of Carter Jones, as previously mentioned, is a trustee of the Virginia State Maintenance Fund. So yes.

01:12:23:29 - 01:12:38:02

Okay. Thank you. And has the applicant undertakes any further investigations into the alleged interests and some plot plots such as plots? Nine, six, five, seven, eight, eight, given that there's quite a large number of them.

01:12:39:25 - 01:13:11:28

Probably some of them can say with regards to plots, 96, 97, 98. These plots include land within Lions Caravan, Holiday Park. Given the nature of the landholding being an active caravan holiday park, the applicant is entirely reliant on the landowner to provide information on the occupants or pitch holders of the park. That appointed agent and representatives have been understandably reluctant to divulge information relating to those occupiers and pitch holders due to GDPR concerns.

01:13:14:00 - 01:13:44:14

So in addition to the requests made for information from the landowner through the typical due diligence and interest questionnaire process and then engagement with the appointed agent land agents, appointed agent, place, land interest notices at the entrance of Lions caravan park and received only a limited number of responses is the applicant's view that all reasonable endeavours would be made to ascertain the details of the individual pitched leaseholders on a voluntary basis and any further endeavours would potentially be detrimental to the working relationship.

01:13:44:24 - 01:13:47:22

The project currently house with the park and the park's appointed agent

01:13:49:07 - 01:14:04:13

with regards to other unknown interests in the book reference, the applicant is the opinion that the required level of due diligence has again been carried out that would know that further information on these unknown interests may be forthcoming as part of the forthcoming property transactions.

01:14:06:25 - 01:14:16:17

Okay, thank you. In terms of those plots, nine, six, 9798 in reality will be the impact on those plots because it's

01:14:18:05 - 01:14:26:03

for access and it's to get rights for the cables underneath. Is that right? So they on the ground, what would be happening?

01:14:42:11 - 01:14:49:16

Sell is done on behalf of the applicant. It's on. There won't be any impact on those caravans. There won't be any need to move them all.

01:14:49:20 - 01:14:50:05

So you can.

01:14:50:07 - 01:15:05:21

Sell them like that to be able to be used. The access will be people walking around the caravan park area and then the cables and the HDD will go underneath the caravan park. So there won't be there won't be an interference in that sense with, with the occupation.

01:15:06:29 - 01:15:09:11

Of less in the future. There was a reason they needed to

01:15:11:11 - 01:15:13:16

do anything under the ground.

01:15:16:11 - 01:15:24:03

So let's start on behalf of the applicant. It wouldn't be done through the caravan park. It would be done from either end of the HDD or something like that.

01:15:24:21 - 01:15:25:15

Okay. Thank you.

01:15:28:10 - 01:15:36:04

Terms of the compulsory acquisition schedule. So we like the inclusion of the Welsh Government as just one entry

01:15:38:00 - 01:15:45:26

in the schedule and note the submissions of the Welsh Government's inclusion in respect to the 850 51097.

01:15:47:13 - 01:16:01:12

However, should it be the Welsh ministers of the Crown Authority for land interests associated with the A55 plots and as the Highway Authority for the a55 this should be included. Rather, the Welsh Government in general.

01:16:03:12 - 01:16:39:14

Probably is a member of the applicant. So the Welsh Government entry, as you mentioned, and as noted by the three party ideas listed in the CAA schedule, is an amalgamation of National Assembly for Wales and Secretary of State for Wales and the Welsh Ministers. It has been confirmed in writing in an email, an email correspondence received from the representative of the Welsh Government with whom we are engaged in terms of the land agreement required over the 55 on the eighth November, that for the purposes of the property transactions, the three Welsh Government entities can be treated as one.

01:16:40:06 - 01:17:13:24

And this is the manner in which the discussions in respect of the right sort over the 55 and surrounding land and the Section 135 consent is continuing or continuing. The approach outlined above mirrors the approach taken to date with representations made at the examination by the Welsh Government and that the comments are not being received from the individual entities, aforementioned. And again, if that would be helpful, the applicant will be happy to split out long 30 in the CAA Schedule two to make the situation clearer.

01:17:14:13 - 01:17:15:27

Yes, please. Thank you.

01:17:16:01 - 01:17:16:16

Okay, sir.

01:17:21:06 - 01:17:55:00

Yes. So the information that is in the negotiations document be copied over to the relevant parts of the CAA schedule frame of reference rather than having to flick between the two. So if the negotiations document is updated, come up all that information be updated in the CAA. Schedule two, I know there's some overlap of the CAA schedule is like a condensed version of the negotiations, not only the people objecting and it's so useful to have all that information together if that's possible.

01:17:57:28 - 01:17:59:00

Yes, sir. Mr. Cole.

01:18:00:03 - 01:18:00:18

Thank you.

01:18:05:15 - 01:18:43:02

Moving on to plot 416. So we note all the submissions by the applicants relating to the need for the CIA plots. 4162417 Taking plot forward six first. The works plan suggests this plot falls within work number 35, which includes permanent landscaping, ecological improvements, works, drainage works and utilities connections. Where in this plot work, for example, landscaping and environmental movements occur. Given this is primarily a bridleway and paths of agricultural land which are not shown for such works.

01:18:43:17 - 01:18:51:12

For example, in FIG. two of the Landscape and Culture management plan, other than perhaps for some hedgerow restoration.

01:18:55:25 - 01:19:40:12

Linda Thompson for the applicant Florida. Good morning. There is provision within float for one six for part of the landscape mitigation shown on the all EMP a figure two column reference rate four zero 11 and figure two of that limit it with some of the landscape works there and sliding into part of the area that's defined as 4416 and as you mentioned. So there is also provision for reinstatement of HEDGEROW where the cable corridor cuts across the the right away and the associated head shall its existing there to have its replacement.

01:19:41:02 - 01:19:42:03

Okay so does this

01:19:43:22 - 01:19:52:21

if you just go back to plots 416 please. So the southern light southwestern extends that plot.

01:19:55:22 - 01:20:06:17

Looks like it follows a bridle path route rather than actually extending into the site. Are you able to just clarify this to.

01:20:17:09 - 01:20:26:16

So it is done on behalf of the applicant. That plot covers both the bridleway and part of the field adjacent to it.

01:20:27:05 - 01:20:27:23

To the north.

01:20:28:12 - 01:20:31:07

To it to the north, to the south. To the north.

01:20:31:18 - 01:20:46:17

To the north, to the south. So on the island, for example, do they include any of the works which are occurring to the southwest of the south of the bridle path.

01:20:49:05 - 01:20:50:02

The the piece

01:20:51:17 - 01:21:01:28

sorry. Linda Thompson for the applicant. Some of the planting sure made in the northwest corner is across the corresponding part of 416, I believe.

01:21:06:09 - 01:21:10:15

So there's if you just go back to full on six these.

01:21:15:04 - 01:21:21:15

Do you mind if I stand up? Please? So let's. Let's go back to the other part.

01:21:24:23 - 01:21:26:23

So this has been created for the Sixers.

01:21:27:09 - 01:21:29:17

There's a left. There's a sliver. Okay.

01:21:30:07 - 01:21:31:02

There's nothing here.

01:21:31:16 - 01:21:37:04

Only the the statement that you've just read where the cable comes across its edges.

01:21:37:27 - 01:21:38:29

But the idea of the. This is.

01:21:40:11 - 01:21:42:15

Yes. Apart from I

01:21:44:21 - 01:22:00:05

think if we come on to the aspect of the ability to manage and maintain this, the existing planting along the bridal route, that's also important for continued screening and also biodiversity and interest.

01:22:01:08 - 01:22:01:23

And.

01:22:01:28 - 01:22:08:03

Being able to look after that. Screening vegetation is also important.

01:22:09:00 - 01:22:16:12

Okay. Is there any way you can like, I don't know, zoom in and just try and show where that landscaping is within that plot.

01:22:17:09 - 01:22:50:00

So at least on top of that, I think we're coming back around again and we'll probably talk about this again. The fact that the plan is an outline plan and it it doesn't show. It shows some areas where landscaping and ecological enhancement mitigation areas could be. It doesn't show where they necessarily will be. And it it's providing an indication of, as I say, certain areas to demonstrate some elements that could be delivered within that.

01:22:50:07 - 01:23:03:15

It isn't a final plan and it is very much indicative. And those areas that have been shown, I think, are areas where it's it has been identified at this stage that there are specific

01:23:05:05 - 01:23:29:01

specific things that could be achieved by by those elements being there. But and we will come on to further discussion around it. There is far greater potential for for those works, not just in respect of landscaping, but also ecological enhancement that can be can be applied to that site and aren't currently shown on this plan.

01:23:34:03 - 01:23:34:18

Okay.

01:23:36:06 - 01:23:47:25

It just looks to me like the plot forward sex was following the the effectually the boundary of the field that northwest field rather than actually incorporating that

01:23:49:16 - 01:23:51:24

sort of woodland area proposed woodland area.

01:23:56:07 - 01:24:01:04

But maybe it's just the imprecise source of the lump. Figure two I'm not sure.

01:24:01:09 - 01:24:24:24

So unless done on behalf of the applicant, the compulsory acquisition plots have been identified on the basis of land interest and ownership and by reference to the works plans. So it may well be there's a title that that that's the element that has dictated why that plot looks like it does. You might want to.

01:24:26:15 - 01:24:51:01

Know about the applicant. Formally the land north of the Bridleway was registered until relatively recently, and that's what gave rise to that plot split between 417416. It's recently become registered, but there the plots that still remains because the not differing in land interests associated with those two different titles north and south of that bridleway.

01:24:53:16 - 01:25:02:05

Okay. But in plot four and six, there will be some landscaping, even though it's a very small bit in the north western part of the site. As you understand it.

01:25:03:28 - 01:25:21:14

As Mr. noted, the the all important the figure two are illustrative and so they maintain the opportunity to be able to have landscape works within that plot. 416 has something we would wish to retain.

01:25:22:05 - 01:25:23:00

Okay. Thank you.

01:25:26:13 - 01:25:30:23

Another question. So what if a of land.

01:25:32:16 - 01:25:47:15

So in the wider plot, why is the compulsory extension of land needed for, say, drainage works? Well, plots 415, which is subject to drainage works, would only be subject to the same rights only.

01:25:49:18 - 01:25:58:11

I'm trying to some what in the case of the land. But then you're looking for the rights when the plots are just looking for the sea of rights.

01:26:01:16 - 01:26:18:08

So. So it might be better if we. Going back to the point that sorry is done on behalf of the applicant. Going back to the point that we made at the outset regarding the need for compulsory acquisition of these areas of land,

01:26:19:28 - 01:26:43:21

the the those areas, the plot for one six and 417 have been identified as required for compulsory acquisition of land because they will include, because the substation obviously will be constructed there and there will be permanent landscaping and permanent

01:26:45:08 - 01:26:53:15

drainage put in, there will be permanent sustainable drainage ponds, there will be permanent ecological

01:26:55:02 - 01:27:27:06

mitigation, compensation and enhancement being delivered there and all of those works. The applicant requires control over and that control is, is also the ability to exclude others from those from those areas as needed. So the fact that there are areas that shows there being drainage and within those those plots, was it plot 35, which part was it you mentioned.

01:27:27:12 - 01:27:29:12

So for one five is purely for drainage.

01:27:30:00 - 01:27:30:15

Yes.

01:27:31:26 - 01:27:32:11

Four and.

01:27:32:13 - 01:27:38:04

Five therefore so forward five to the north didn't feel proper pumps to change.

01:27:38:06 - 01:27:38:21

Purposes.

01:27:38:25 - 01:27:42:28

But that's not you know, that's for permanent drainage from the old access site.

01:27:43:00 - 01:27:43:23

Yes, that's right.

01:27:43:27 - 01:27:50:17

But you're not looking to compost your quite that land. No. So okay that was drainage there underwrites whereas you potentially can't.

01:27:50:19 - 01:27:51:16

And because.

01:27:51:20 - 01:27:52:06

Once this.

01:27:52:16 - 01:28:32:27

Sale is done on behalf of the applicant because 416 there is it isn't just drainage it is as I've said, the permanent landscaping, permanent ecological works, a permanent sustainable drainage, new ponds, new new ponds that need to go in, etc. etc.. So, so there are works that are being proposed or there works that will need to take place within 416 that require those permanent rights. The fact that there's also drainage there as well is is additional as opposed to being instead of those rights being taken.

01:28:33:26 - 01:29:05:22

And I would just, you know, make submissions around the landscape there and obviously recognising the need to minimise that as far as possible. The design that the applicant has put forward here includes the land that is necessary in relation to the tests that we so reasonably necessary to deliver the substation and the ecological mitigation, enhancement and compensation that we are required to by policy. That is, that's the position.

01:29:06:01 - 01:29:14:18

It will also deliver landscaping and that landscaping will provide both a landscaping benefit but also an ecological benefit.

01:29:15:25 - 01:29:21:07

But Plot Forward six is mainly a bridle path from what we saw when we walked along it.

01:29:23:00 - 01:29:25:03

So sorry obviously was that plot for one seven.

01:29:25:13 - 01:29:38:29

Oh, okay. But forward. Yes, forward seven. Sorry, no, forward six is primary. So we just thought about plot Forward six qualities. It's primarily a bridal path, so I don't know where you're going to be putting problems.

01:29:39:01 - 01:29:45:06

And so apologies, Mike. What I was just talking about was in relation to plot 41747.

01:29:45:11 - 01:29:45:26

Yeah.

01:29:45:28 - 01:30:16:16

Thank you. So, so in respect of plot 416, I think as we've explained, it's around the need to have access to that land for landscaping. It's about having access in order to maintain that and the ability to, to improve the the landscape that's there at the moment. Our understanding is presently that Bridleway is, is not very actively managed and therefore that creates an opportunity as well.

01:30:17:06 - 01:30:24:18

Okay. It may be useful if you because in the statement of reasons there's not very much information about plot forward. Six Okay.

01:30:26:04 - 01:30:28:02

It might be worthwhile expanding on that.

01:30:36:09 - 01:30:36:24

But.

01:30:39:01 - 01:30:43:04

Okay, We got to move on to plot for one. Seven.

01:30:43:24 - 01:30:47:21

So if you want to deal with your question about stopping up.

01:30:47:25 - 01:31:07:08

Yeah. Okay. Before you deal with that or forward sex, then we'll take a break and come back together. So, yeah, in terms of the bridal path, how would the applicants or any subsequent landowner be

prevented in the future from permanently stopping up the public right of way? If you're compulsory, acquiring the land.

01:31:08:23 - 01:31:44:20

Certainly is done on behalf of the applicant. I think it's important to make clear that there has been no suggestion and there is no intention that the applicant would stop up this public right public right of way as part of all related to the development. There's no power in the development consent order to permanently stop public rights of way. And therefore, the only stopping up that is permissible under the order is temporary. And there is the provision for temporary stopping up of this section of the public right of way in relation to the works that are taking place.

01:31:44:27 - 01:32:25:21

But there is nothing in the DCO that would authorize permanent stopping up any type of permanent stopping up regardless of who owns that stop, by the way. And that piece of land would have to be subject to a separate application to the County Council. That would be determined in accordance with whatever relevant procedures are in place at the time, including consideration of what the impact of stopping up that bridleway would be, etc.. So it's certainly not something that anybody has raised with us to date and not I'd suggest that as there is no power in the DCO, the applicants in no different position as owner of that land than any other owner of the land would be in terms of it stopping up.

01:32:27:00 - 01:32:40:01

If that intention needs to be more expressly stated, then we can add it to the the public rights of way management plan. But certainly it isn't that intention. There's no power to do that.

01:32:40:03 - 01:32:43:27

Okay. No, that's helpful because there's nothing on the DCO and you would need to apply anyway.

01:32:43:29 - 01:32:50:22

You have apply separately for it and it would have to be determined by the membership Council on the merits of its application.

01:32:51:07 - 01:32:53:05

Okay. Thank you for that clarification.

01:32:54:26 - 01:32:58:07

It's 1182. I think we'll take a 15 minute break.

01:32:59:28 - 01:33:04:10

So the hearing is adjourned until 1117. Thank you.