

Ref No (REP1-) Green Properties (Kent & Sussex (Ltd)	Applicant's Response	Landowner's Response
2.11.4	<p>The Applicant notes that the land is currently a mixture of permanent pasture, newly planted saplings and cattle corral. Previously agriculturally productive land has been planted with saplings. The Land Interest does not explain what income it expects to lose as a result of the Proposed Development. In any event the Applicant notes that the Land Interest has recently sought to sell this land as "Land with Strategic Potential" which brings into question the Land Interest's need for it as part of a productive land holding. The sales particulars (dated 6th July 2023) are attached at <i>Appendix A</i>. The land is being marketed in 3 lots with the land subject to the Proposed Development included in Lot 2. Lot 2 is described in the marketing material as being mainly pasture but including a newly established plantation, area of woodland, three ponds and is gently undulating comprising of:</p> <ul style="list-style-type: none"> • Gated Access from Kent Street • Post and Rail Fencing • 3 Ponds • Newly Established Plantation (Queen's Green Canopy Initiative) • Area of Established Woodland • Road Connecting Fields. <p>The Applicant notes that the plantation is marketed as being associated with the Queen's Green Canopy Initiative.</p> <p>Notwithstanding the above, the Applicant is keen to progress discussions with the Land Interest to understand how best to mitigate any temporary severance of land during the construction period. Mitigation measures envisaged include temporary accommodation works (e.g. fences, gates and crossing points). In this location, the temporary cable installation area runs through the centre of the pasture land and area of new saplings.</p> <p>The Applicant has sought to engage further to understand the Land Interest's specific agricultural and other land use operations – including the new plantation. Further to clarification of operational activities, appropriate measures to accommodate the haylage/ farm management and new sapling operations, can be discussed with the Land Interest to minimise disturbance wherever possible. The Land Interest's agent has recently indicated that he would like to meet on site to discuss these measures which could include crossing points to be agreed with the Land Interest across onshore connection works (Works No.19) and potentially if required the construction and operational access area (Works No.14) to ensure parts of the field will remain available for pasture or hay use or accessible for sapling management. Detailed cable routing and mitigation measures will be refined following pre-construction surveys. The Applicant has committed to try and reduce impacts where possible through detailed siting within the DCO boundary and proposed to progress those discussions alongside the voluntary agreement in the letter from the Applicant dated 18 May 2023 (attached at <i>Appendix B</i>). In this letter, the intention to issue Heads of Terms was also communicated but for the reasons set out in response to E1.9 of this written representation below these were not issued to the Land Interest until January 2024.</p>	<p>The proposed DCO cable corridor area contains both woodland planting and permanent pasture.</p> <p>The Applicant notes that the plantation is marketed as being associated with the Queen's Green Canopy Initiative, which is very prestigious and important to the Land Interest. The Applicant must grapple with the fact that the existing use of the land is more important than the purpose for which it is to be acquired in the context of there being a suitable and proportionate alternative.</p> <p>The Land Interest is an elderly farmer and has explained on several occasions how he is not able to safely operate crossing points. The Applicant is aware that pursuant to Article 8 of the European Convention on Human Rights (ECHR), any infringement on private property rights must be proportionate, i.e., it should be necessary within the confines of a democratic society and should serve the public interest. It explicitly demands a "fair balance" between the public's rationale for acquisition and the rights of the private property owner. In essence, any decision to appropriate must be justified, upholding this "fair balance", based on the unique circumstances of each case. The Applicant must provide this justification.</p> <p>Specific details will be discussed during a site meeting taking place 24 April 2024. See 2.11.16 below.</p>

<p>2.11.6</p>	<p>DCO Order Limit Requirement</p> <p>The land area within the Development Consent Order (DCO) Order Limits through this land is c.100m. The land is adjacent to Kent Street where trenchless crossing methodology is expected to be utilised. A trenchless crossing compound is therefore likely to be required and flexibility for the trenchless crossing requires a 100m width to ensure that the crossing can be achieved taking into consideration potential ground conditions and the nature of the crossing obstacle itself and further environmental and physical constraints. The cable construction corridor beyond the trenchless crossing compound area will be refined to a c.40m construction corridor prior to the start of construction. This is in line with the Applicant's approach set out in the <i>Statement of Reasons [PEPD-012]</i>. Paragraphs 6.9.42-6.9.45 and 9.11.7 -9.11.9 outline the Applicant's approach to proportionality and the intention to use the powers in Article 32 (Temporary use of land for carrying out the authorised project) to take temporary possession of the wider cable construction corridor of 40m (wider at crossing points where trenchless installation techniques will be used) then permanent acquisition of the land rights and a restrictive covenant is required over a narrower permanent area of approximately 20m to retain, operate, maintain and decommission the infrastructure. The construction corridor for onshore connection works (Work no. 19 between Oakendene Substation and Bolney National Grid substation is proposed to accommodate 2 cable circuits in this location compared with 4 cable circuits for the rest of cable route. The construction corridor is likely to be reduced down to 30m with a permanent easement of 15m. Although there is an anticipated reduction in construction working corridor width of 10m, the Applicant notes that this section of the cable route accommodates substantial existing infrastructure and buried services. The DCO red line has been drawn to accommodate the required flexibility for this particular section of the cable route rather than a standardised width. The requirement for HDD, the nature of the existing infrastructure and buried services and the potential requirement for mitigation further to pre-construction surveys all necessitate the width of the DCO red line in this location.</p> <p>With regard to the trenchless crossing locations, Section 9.11.9 of the <i>Statement of Reasons [PEPD-012]</i> states that where trenchless installation is used, the depth at which the cable ducts need to be installed under the obstruction to be 'crossed' will define the spacing needed between the ducts (within which the cables will be installed) and also the distance between the drill entry and exit pits. The depth will likely be guided by the nature of the obstacle to be 'crossed' beneath and the requirements of the organisation responsible for the obstacle, whilst spacing will depend on the nature/condition of the ground at that depth and its ability to absorb and transfer heat away from the cables.</p> <p>Access to the cable construction corridor for farm management will be discussed with the Land Interest and agreed crossing points implemented for the construction period. As set out in the <i>Applicant's Response to Relevant Representations [REP1-017]</i> Table LI73 Applicant's Response to Lester Aldridge LLP (Lester Aldridge LLP) on behalf of Green Properties (Kent & Sussex) Ltd [RR-138], the Applicant has requested information relating to the Queens Green Canopy (QGC) application but no information has ever been provided. The letter dated 19th March 2023 appended to the <i>Applicant's Response to Relevant Representations [REP1-017]</i> Table LI73 Applicant's Response to Lester Aldridge LLP (Lester Aldridge LLP) on behalf of Green Properties (Kent & Sussex) Ltd [RR-138] response requested further information in relation to the planting proposal. The Applicant further advised on a number of occasions that it expected the Proposed Development would overall be compatible with such a planting regime based on our own analysis and publicly available</p>	<p>As the Land Interest has set out, it is well established that, in order to dispossess a landowner from his land, it must be demonstrated that it is necessary. In <i>Brown v Secretary of State for the Environment</i> (1980) 40 P. & C.R. 285:</p> <p>there is a very long and respectable tradition for the view that an authority that seeks to dispossess a citizen of his land must do so by <u>showing that it is necessary</u>, in order to exercise the powers for the purposes of the Act under which the compulsory purchase order is made, that the acquiring authority should have authorisation to acquire the land in question. If, in fact, the acquiring authority is itself in possession of other suitable land—<u>other land that is wholly suitable for that purpose</u>—then it seems to me that no reasonable Secretary of State faced with that fact could come to the conclusion that it was necessary for the authority to acquire other land compulsorily for precisely the same purpose.</p> <p>The Applicant's response does not explain why the DCO Limits of Deviation are 100m wide through the entirety of the Land Interest's land (circa 327m in length). It may be possible to justify a wider width in the areas immediately adjacent to the Kent Street trenchless crossing for, say the first 25m but not thereafter.</p> <p>This also completely contradicts the statement made in the Applicant's letter dated 27th January 2023 to the Landowner's agent where they clearly stated that the construction corridor between the Oakendene Substation and NGET Bolney substation can be reduced to 30m with a 15m permanent easement.</p> <p>The Applicant must provide a detailed explanation at point in the project it will relinquish its temporary notices (affecting a wider area) and revert to a narrower corridor. At present this is undefined and unlimited. It must further provide evidence when it will reduce its requirement from 100m to 10m. This seems to be a land grabbing exercise and reflects the very limited design information carried out by the Applicant so far which leads to an unjustifiable CPO approach.</p> <p>The CPO Guidance sets out that acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted [Tier 1, Stage 3, Paragraph 17]. The Applicant must demonstrate why it has not considered the alternative route purposely left by the Land Interest on other land that is wholly suitable for the same purpose.</p>
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	<p>information from the Woodland Trust (who administer the Queens Green Canopy “certification”) regarding bio-diverse mixed woodlands. No contrary evidence from the Land Interest, his agents or the Woodland Trust was provided and no evidence of withdrawal of support forwarded.</p>	<p>This statement completely contradicts the Applicants Key terms which state: “The Grantor.... not to allow any plant or tree to grow in the Easement Strip. The draft DCO contains similar provisions to remove or fell any trees.</p>
<p>2.11.7</p>	<p>A 7 year commencement period is not unprecedented. Other similar DCOs have been made with 7 year commencement terms such as Hornsea 3 and Hornsea 4. National Grid’s Hinckley C Connection project DCO was made with an 8 year commencement period.</p> <p>A 7-year period for commencement of the Proposed Development is required due to;</p> <ul style="list-style-type: none"> - the requirement to win a Contract for Difference (CfD) round to secure a route to market. - supply chain challenges - the scale of the Proposed Development <p>The timing and outcome of the CfD bidding round process is outside the control of the Applicant. The Applicant cannot bid into CfD rounds until consent for the project has been obtained and it is commercially compliant with the rules of that round. There is a risk that a CfD might not be won in the first round entered and therefore in consideration of the need to procure construction plant after successfully winning a CfD (which could take two or three attempts) a commencement of 7 years is required. Challenging supply chain conditions further exacerbate the time restriction risk of a consent under 7 years. There are a small number of OEMs (Original Equipment Manufactures, known as ‘Tier1s’) and importantly for the Applicant there are also a very low number of WTG and substation plant suppliers. There is expected to be even further increasing demand for offshore wind in the next few years. The Applicant expects to utilise framework agreements and measures such as blocking out manufacturing ‘slots’ several years in advance, however the number of other projects also requiring supply contracts impacts the ‘Tier 1’ timescales for delivery over which the Applicant has limited control. The Applicant could be waiting a longer than anticipated time for supply contracts.</p> <p>The Rampion 2 project is reliant on 3 major National Grid infrastructure works to facilitate 100% access to the transmission network. One such project forms part of The Great Grid Upgrade which is the largest overhaul of the grid in generations. In a similar manner for the project, these infrastructure works are subject to supply chain challenges and the major upgrade works has their own DCO application to process. Significantly, this upgrade is proposed to utilise HVDC technology, which is experiencing much more significant supply chain challenges than the HVAC technology which Rampion 2 is looking to employ. National Grid are also currently</p>	<p>The response by the Applicant clearly demonstrates the application for DCO is premature and fundamentally flawed.</p> <p>Prior to commencing construction and/or obtaining funding for the project the Applicant is required to:</p> <ul style="list-style-type: none"> • Win a Contract for Difference (CfD). • Overcome supply chain challenges. • Manage the scale of the project. <p>There is a fundamental lack of substantive, factual evidence to demonstrate that the scheme is financially viable on the following basis:</p> <ul style="list-style-type: none"> • The timing and outcome of the CfD bidding round process is outside the control of the Applicant. • The Applicant has no idea who is going to supply its WTG and substations and when. • The Project is reliant on 3 major National Grid infrastructure works, one of which is the Great Grid Upgrade. None of these projects are funded and/or within any sort of consenting regime. • The Applicant has no clear date as to when it can commence the Project and is wholly reliant on matters outside of its control. <p>The Applicant must provide financial viability appraisals or substantive information to demonstrate that the scheme is financially viable on a long-term basis particularly with the steep rising costs of materials and energy.</p>

	<p>assessing further design changes to this scheme, looking to add complexity to their scheme and potentially delays.</p> <p>The proposed 7 year time period in Article 23 of the Order is therefore necessary and justified to ensure that this Nationally Significant Infrastructure Project (NSIP) project comprising critical national infrastructure can proceed.</p>	
2.11.10	<p>As explained in paragraphs 6.9.42-6.9.44 of the <i>Statement of Reasons [PEPD-012]</i> the standard trenched cable construction corridor is 40m wide, with an expected 20m permanent easement. The construction corridor and permanent easement in the location of the Land Interest's land is expected to be narrower due to the use of two circuits rather than four. Flexibility is however required for the confirmed routing of the cable further to confirmation of cable design and further detailed site investigations and pre-construction ecological surveys.</p> <p>The Applicant's Order Limits have been widened at the location east of Kent Street to allow for flexibility in the final design to accommodate the trenchless crossing and compound in the context of potential unknown constraints such as ground conditions, ecology and buried services.</p> <p>The Applicant does not consider it possible to reduce the cable corridor width in this location until the pre-construction stage. Flexibility and capacity is required for the trenchless crossing, particularly when taking into consideration engineering requirements and potential ecological mitigation requirements. The Applicant will progress discussions with the Land Interest regarding retained use of the existing private field access from Kent Street (plot 33/25) so as to facilitate ongoing use by the Land Interest. Further details relating to the continued use of access by the Land Interest are set out in response to E2.28 below. The Applicant refers to the principles of Private Means of Access (PMA) as set out in the <i>Outline Code of Construction Practice [PEPD-033] Section 5.7.10</i></p>	<p>As above</p> <p>The Applicant has not communicated the need for ecological mitigation requirements in this location. Can they confirm what they are (if any). It is not acceptable to 'hold' land for unknown requirements.</p> <p>The DCO will extinguish the Landowner's rights to access their land from Kent Street.</p>
2.11.14	<p>The plan included in the response to E16 of this written representation was provided to the Applicant by the Land Interest's agent further to the second statutory consultation in October 2022 showing two alternative proposed routes to the south of the two cable route options being considered by the Applicant. This plan however showed areas of tree planting outside of the ownership of the Land Interest. Further to requests by the Applicant to the Land Interest for clarification, no further information was supplied. The Applicant confirmed that at that time it considered the Queens Green Canopy (QGC) planting scheme compatible with the Proposed Development (on the basis that there would be coordination with regard to planting layout etc) and therefore would not have impacted on the substation decision. The Applicant went onto explain how the QGC might be designed to facilitate compatibility in terms of layout. The Applicant was sent an indicative area of the Queens Green Canopy planting plan on 8th November 2022. This shows that the planting carried out within the DCO red line. A corridor has been left clear by the Land Interest which the Applicants understands may be outside of the DCO red line and the reasons for that are not clear and will be discussed at the meeting on the 22 March 2024</p>	<p>How is this relevant? The Landowner provided a clear plan showing the location of tree planting on his land. See above regarding Key Terms and DCO which contradicts with this statement.</p>
2.11.15	<p>The Land Interest refers to a letter dated 15 December 2022 from Savills which states:</p>	<p>The Applicant states:</p>

	<p><i>“The Woodland Trust and Queen’s Jubilee Woodland Committee have confirmed to my client that they will not accept land being entered into their scheme if there is a threat of or likely damage to the woodland from the Rampion 2 construction corridor”.</i></p> <p>There is no attached email or letter and no record of information provided to the Woodland Trust to explain the Proposed Development and its impacts. It is therefore difficult to understand how The Woodland Trust would have come to an informed conclusion about a potential conflict with the proposed development with the Queens Green Canopy.</p> <p>The Applicant sought further clarification of this before settling its final route selection prior to its letter of 28 March 2023. In its email dated 10 March 2023 to Guy Streeter in which the Applicant set out the following record of engagement on a phone call dated 6 March 2023 with the Land Interest:</p> <p><i>“In that call Mr Dickson stated his intention to:-not disclose to ourselves or the future Development Consent Order (DCO) Examining Authority the letter he has received from the Queen’s Green Canopy (QGC) Committee in relation to his 70 acre QGC application in which I understand they have raised concerns about the impact of the proposed cable on the proposed planting at Kent Street and indicated that they would withdraw support for Mr Dickson’s proposed scheme; and instead be prepared to swear under oath that he had received such a letter at a future DCO Hearing during the Examination of our project application.”</i></p> <p>The email summarises the Applicant’s position at that time as follows: <i>“As a promoter, we have to make decisions on pre-application matters such as routing based on evidence and responses made to us at the time. We cannot retrospectively reconsider the weight we should apply to the factors that inform our decisions, particularly where this might affect the outcome, or where relevant information is withheld until a later date;</i></p> <p><i>Although we are aware that Mr Dickson has received a letter, we still do not have any understanding of the context in which the QGC’s Committee’s position was formed, what information was available to them when considering their decision, whether their decision represents their settled view and/or whether there is scope for engagement on the detail to find a mutually workable solution;</i></p> <p><i>We consider this context essential if we are to apply material weight to the letter and the views of the QGC Committee. Our expectation is that the aims of the QGC project can be progressed to work harmoniously with our cable route. As yet, in the absence of any further detail on how the QGC Committee’s position was formed, we are unable to conclude why our cable route could not be accommodated through collaborative evolution of Mr Dickson’s planting regime and design;</i></p> <p>The Applicant notes that the land is being marketed for sale as a QGC woodland.</p>	<p><i>Our expectation is that the aims of the QGC project can be progressed to work harmoniously with our cable route</i></p> <p>Can the Applicant explain how it determined a cable running through the middle of the planting would not disrupt the QGC project? Regardless of whether Kent Street Properties disclosed the letter from the QGC Committee, it is irrational for the Applicant to state their expectation is that the aims of the QGC project could be progressed harmoniously when they have chosen the current route ignoring a suitable alternative. See 2.11.6.</p>
2.11.16	<p>The Land Interest refers to a letter dated 28 March 2023 which is attached at Appendix D and states:</p> <p><i>I write to confirm that further to our discussions and, in light of the above, I have instructed the project team to proceed to make a decision on our potential proposed northern or southern cable routes based on what you have informed us to be the position. That decision will be on the assumption that, when they wrote to you, the</i></p>	

	<p><i>Woodland Trust were fully aware of the details of our cable route proposals in terms of routing, construction (30m) and permanent easement (20m) widths and the potential for shallow root planting over our cable route.</i></p> <p>This consideration will comprise two scenarios albeit for the reasons stated above:</p> <p>That, on the basis of the Woodland Trust response, you abort planting work that you stated is underway and do not proceed to complete your proposed woodland resulting in this opportunity not being realised; or</p> <p>That you proceed with your proposed woodland, and it is necessary for Rampion 2 to remove saplings along the cable corridor.</p> <p><i>This communication was not a threat to remove saplings but an explanation that Rampion 2 took into account both possibilities before arriving at the final cable route.</i></p> <p><i>In a further letter dated 18th May 2023 the Applicant stated that:</i> <i>"You ...asked for the cable to be located as far south as possible in the northern cable route corridor (as consulted on in summer 2021). I explained that there are tree and hedge buffers which need to be maintained which prevent the siting of the cable immediately adjacent to the field boundary, but that we would seek, in our final design, to site the cables as far south as possible within the DCO application boundary to reduce interference with any tree planting carried out by you so far as practicable.</i></p> <p>I confirm that, further to the above, the northern cable route as shown on the enclosed plan will be included in our DCO red line boundary for our consent application. We remain of the view that, with ongoing planning and mutual co-operation, our proposals and the tree planting regime you have started to implement can both be delivered.</p>	<p>Can the Applicant explain how it took into account both possibilities? It is not clear from their response.</p> <p>Can the Applicant explain how they took on board the Land Interest's suggestion of siting the northern corridor adjacent to the field boundary? The DCO corridor is straight through the middle of the fields causing maximum destruction to the Queen's Green Canopy Initiative. The Applicant must demonstrate it has considered alternatives. See 2.11.6.</p>
2.11.20	<p>The Applicant has committed to make payments towards reasonably incurred professional fees on the provision of an accompanying timesheet to any fee account as set out in the Heads of Terms for the Voluntary Agreement and in accordance with the RICS Professional Statement (Surveyors advising in respect of compulsory purchase and statutory compensation).</p>	<p>This response is disingenuous as it suggests the Applicant has committed to pay landowners reasonable professional fees without limitation. However, the factual position is that the payment of (limited) professional fees are conditional on landowners signing up to the key terms document within 6 weeks of them being issued (of which are there several issues) with a further capped contribution at the point the parties exchange the Option Agreement (a copy of which has not been provided by the Applicant).</p> <p>The Applicant makes reference to the RICS Professional Statement. The relevant extract from the PS is: <i>"Regarding the reimbursement of professional fees, although the Acquiring Authority has no statutory liability to reimburse professional fees until notices have been served, the Acquiring Authority may find it beneficial to agree to reimburse professional fees reasonably incurred by the claimant prior to when a statutory obligation arises".</i></p> <p>It is not clear how the Applicant has adhered to this and/or is adhering by making the recovery of a limited amount of fees conditional.</p>
2.11.22	<p>The Applicant responded to the Land Interest's letter of 31st July 2023 in a letter dated 11th January 2024. The Applicant states in their letter of 11th January 2024 that the reason for the delay was due to the Applicant being aware that the Land Interest was preparing representations to PINS and did not want to confuse matters in relation to the Land Interest's submissions.</p>	<p>A delay of 6 months is bad practice and the excuse given by the Applicant is, at best, tenuous.</p> <p>It is in breach of Tier 1, Stage 3, paragraph 19 of the CPO Guidance requiring that any delay is kept to a minimum. The Applicant again fails to grapple with the seriousness of his matter in the context of the Land Interest's personal circumstance.</p>

		It is further in breach of Tier 1, Stage 3, Paragraph 17 of the CPO Guidance demonstrating that meaningful attempts at negotiation have been pursued or at least genuinely attempted and were prompted only because of the upcoming preliminary meeting on 06 February 2024.
2.11.24	<p>The letter dated 27th January 2023 from the Applicant to the Land Interest states:“</p> <p><i>we have now considered further the matter of our construction corridor width and have concluded that the section of the route between Oakendene and the NGET Bolney substation can be reduced further: to a construction corridor of 30m width and a 15m wide permanent easement. This corridor width reduction is made possible by our intention to install only two cable circuits between Oakendene and Bolney; and while it will not affect our cable corridor proposals at College Wood Farm wanted to convey this information, whilst we are still looking at the routeing”.</i></p> <p>The Applicant considers however that flexibility for the location of the cable construction corridor within the DCO red line is required for engineering (trenchless crossing related) and ecological reasons. The reasons are outlined in the Applicant’s above response to point 6 of this written representation.</p>	See comments above
2.11.64	<p>The Land Interest seeks to reduce the DCO red line to no more than 30m. For the reasons set out in response to point 2.11.6, which include:</p> <ul style="list-style-type: none"> ● the wider area required for trenchless crossing, the precise siting of which will be confirmed following detailed design ● it is not possible to ‘fix’ the construction corridor at this stage due to pre-construction SI and ecological surveys prior to undertaking detailed construction design. 	See comments at 2.11.6 above
2.11.68 and 2.11.69	<p>The Applicant is only seeking rights within the Grantor’ Estate, which will not necessarily reflect the Land Interest’s registered title. The Applicant acknowledges that the Grantor’s Estate has yet to be agreed / defined, but this will be defined over the course of the Heads of Terms negotiations.</p> <p>The Applicant is only seeking to acquire permanent rights over the Easement Strip, and temporary rights for the construction corridor and construction access routes within the DCO Application Red Line Boundary. For the avoidance of doubt, this does not include dwelling houses and buildings.</p> <p>The Applicant is only seeking rights within the Grantor’ Estate, which will not necessarily reflect the Land Interest’s registered title. The Applicant acknowledges that the Grantor’s Estate has yet to be agreed / defined, but this will be over the course of the Heads of Terms negotiations.</p> <p>Again, the Land Interest will only require seeking the Applicant’s consent, not to be unreasonably withheld or delayed in relation to any improvements or works being undertaken over the Easement Strip.</p>	These comments are demonstrations as to why the Key Terms cannot be progressed as drafted. In turn this means there is no ability for the Land Interest to recover any professional costs.
2.11.83	<p>The Applicant notes that a 30 m construction corridor is likely to be required with potential widening for HDD purposes. This is not considered to be significant in the context of the approximate 80-acre landholding.</p>	See comments above at 2.11.6

Green Properties (Kent & Sussex (Ltd) reserves the right to respond to any further points during course of the examination.