

**RAM2-AFP1710: T.R. Dickson Response to Applicants Response to Written Representation College Wood Farm**

**TO THE EXAMINING AUTHORITY**

**2.27.2** Despite the Applicants false claim “no response has been provided” my lawyers Lester Aldridge have been in contact with Eversheds acting on behalf of the Applicant, & Montague Evans my surveyors have been in touch with Carter Jones. The Applicant knows I am professionally represented and should be liaising with my team directly.

**2.27.13** The paragraphs “The route runs in parallel and in close proximity to a small watercourse.” are disputed. This area is higher ground, I have never known it flood, as opposed to your proposed route which regularly floods as witnessed in photographs supplied in the written representation.

**2.27.14** The Applicants response is disputed.

**2.27.15** The Applicants sterilised land calculation is disputed.

**2.27.20** I reiterate apart from a contribution at the outset the applicant has refused to pay surveyors fees and site visit costs.

**2.27.22** I entirely dispute the Applicants response here as evidenced in Savills correspondence requests and my letter to Caroline Hopewell from the Planning Inspectorate 28<sup>th</sup> August 2023 expressing my continued anxiety at not receiving Heads of Terms and the lack of any attempt by RWE to discuss terms Copy Annexed.

The Applicant appears to be contradicting their perceived reasons for not sending H O Terms.

Considering the stress which they had already caused their claim here is futile.

I consider there could be substantial benefit to the Applicant in continually not sending H O Terms despite various requests, refusing to meaningfully engage with me and then misrepresenting me to the Examining Authority, thereby falsely discrediting me.

**2.27.26** The Land Interest considers this response an insult.

**2.27.38** The statement “ The Applicant sought to discuss Heads of Terms with the Land Interest & their Agents. In May 2023 the Land Interest specifically requested that the Applicant does not issue Head of Terms to the Land Interest or their Agent” is entirely dishonest and untrue, not only but including for the following reasons

1. At no point had the Applicant provided a set of Heads of Terms and sought to discuss the detailed contents with the Land Interest. The truth is that they had refused over a 2 year plus period to issue Heads of Terms.
2. The Applicant could not have sort to discuss Heads of Terms with the Land Interests Agent as they claim because the Land Interest never had at that time an Agent.
3. The Land Interest could not possibly request that no Heads of Terms to be issued to their Agents as the Applicant claims falsely as the Land Interest never had an Agent at that time.

4. A letter written to the Land Interest on 24 May 2023 makes no mention of any conversation on 22 May 2023. This was only flagged up in January 2024, 8 months later.

In the light of various other issues, I respectfully ask the Examining Authorities to make their own judgement as to who is relaying the true facts here.

**2.27.58** The Applicants Response does not represent the true facts it is misleading and is disputed.

**2.27.86** Bearing in mind the disrespect the Landowner has suffered particularly as a result of the dishonest statements of the Applicant & dealing with the Applicants response here is hypocritical & an insult showing no regard for the Land Interest. Just pursuing a course of self-interest. The only conditions the Land Interest required for meeting was that its proposals were considered. The Applicants have persistently refused this throughout.

**2.27.93** The Applicants response here is grossly dishonest and the Land Interest wishes to make a formal statement regarding the Applicants response here which is considered in the Land Interest view as defamatory with the intention of bringing dishonour and discrediting the land Interest to the Examining Authority.

The Two Facts Are:-

1. On 20 May 2021 at 8.45am

The Land Interest met somebody on bridlepath taking pictures, he told me working for Rampion. I asked him his name, however he refused and said I might use it against him. He said he was sticking to bridlepath & did not need permission.

2. On 2 June 2021 at 3.30pm

██████ who was in the Farm house on her own witnessed 2 people in the garden close to the kitchen window. She suspected a burglary but when questioned they aggressively claimed that they were doing a survey for Wood & Co and had a right to be there. I was away from the farm, they left on their own and ██████ remained in the house.

This was a total breach of survey protocol and Health & safety Regulations and Bio Security Regulations.

There was no "escorted from the Land by the Landowner" as dishonestly claimed by the Applicant.

When I arrived back at the end farm entrance 1/3 mile from the house I was confronted by 4 of them. When questioned they refused to give their names. I pointed out to them arriving unannounced they could have fallen in the slurry pit or been bitten by dog.

3. The statement "the extent of survey was restricted both in the locations allowed to be accessed and the time they were allowed to be present" is totally dishonest. Surveys took place at College Wood on 12<sup>th</sup> July 2021 and 12 August 2021. The signed for times of the two visits were exactly 1hr 45mins and 1 hr & 5mins with signatures as proof.

The Land Interest met the surveyors each time, the visits were entirely amicable with no restrictions put on the surveyors of any kind. They were given the free run of the

whole far to do whatever they wished for as long as they wished including inspecting as many hedges as they wanted to including their lengths.

The tone of the Applicants fabrication of the truth here is in complete contrast to the tone of a letter I received from Carter Jones at the time excusing the bad behaviour of the surveyors and complimenting me on welcoming representatives onto my land and my willingness to engage. Copy Annexed.

**2.27.93** The Applicant has completely ignored the very extensive ecology report submitted by the Land Interest under the dishonest and untruthful guise that they were restricted with survey access.

The truth is that they never carried out adequate surveys & have dishonestly attempted to blame the Land Interest.

They have also chosen to ignore the detailed Agriculture Report provided by the Land Interest because they have not carried out or provided the Land Interest with an Agricultural Impact Assessment. Despite a request previously.

**T.R DICKSON**

**25.04.2024**

2-27-93

**Martin Page**

**From:** [redacted]@rwe.com  
**Sent:** 25 June 2021 13:00  
**To:** Martin Page  
**Cc:** [redacted]@rwe.com  
**Subject:** College Wood Farm follow up actions  
**Attachments:** Survey Access FAQs.pdf; 805898 Rampion 2\_ecology survey information for land owners.pdf

Dear Martin,

Thank you again for arranging our site visit on Tuesday and to Mr Dickson for welcoming us onto his land. James and I appreciated the candid discussion about Mr Dickson's experience and future interests and the opportunity to understand the issues whilst viewing the proposal area first-hand.

I understand that you are liaising with James regarding the survey license, but I thought I would give you a brief update on a couple of follow up items I took back to the Rampion 2 team, as follows:

**Ecological survey process**

I have discussed the concerns about the surveyor's actions and behaviour with our environmental consultants to ensure that appropriate safety measures and protocols are complied with going forward. I have been assured that the surveyors will check in at Mr Dickson's home so that he is aware of their presence and can ensure they conduct their work safely.

However, I would be grateful to receive any specific advance instructions or safety measures that Mr Dickson expects to be complied with, for example:

- Telephone notice from the surveyors within 24 hours of gaining access;
- High-vis or other safety clothing or equipment required;
- Cleaning requirements to limit risk to livestock;
- Specific safety considerations, such as the slurry pit or untied dogs, that they need to be aware of.

Would you like to liaise with Mr Dickson regarding this and come back to me? Alternatively you are both welcome to call me to provide these instructions.

**Survey schedule**

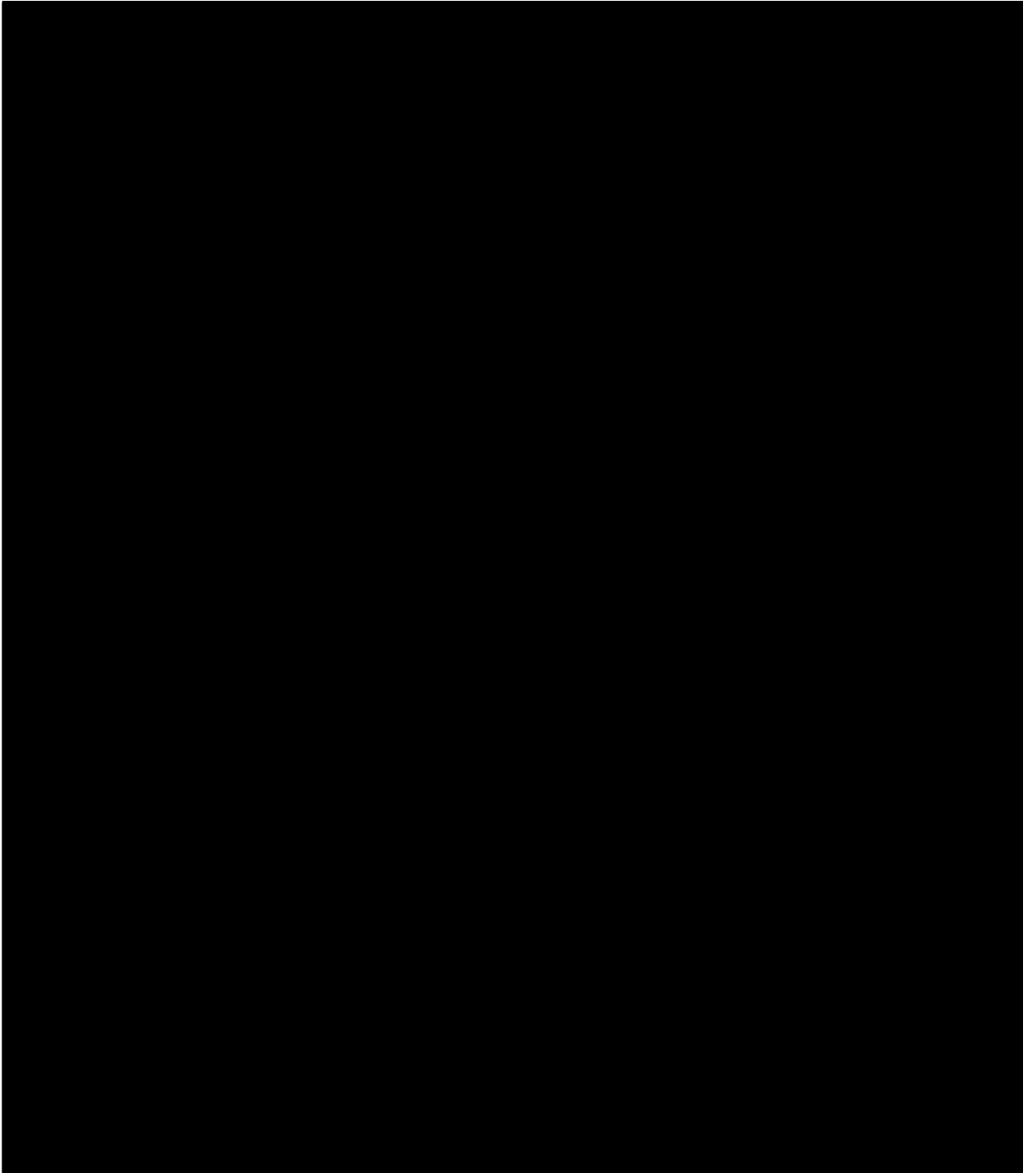
As you are aware, there is seasonal sensitivity with some of the ecological features we need to assess within the environmental assessment boundary surrounding the cable corridor. I have confirmed that the most urgent of which is the Environmental DNA survey to identify great crested newts, which includes taking samples from water bodies and should take around 2-3 hours. A surveyor by the name of Jack Wheeler will be leading this survey with one other ecologist, and Jack will await instructions from me before proceeding.

More information about the survey programme and FAQs have been attached for information.

I fully expect that there won't be any further issues in this regard, but Mr Dickson is invited to contact me directly if there are any future concerns:

Jenn Bryden  
Consultation Manager, Rampion 2  
[redacted]@rwe.com

**Alternative HDD proposal**



I have taken your request to HDD under College Wood Farm back to the design team for consideration. We will be launching statutory consultation on our latest proposals imminently (14 July – 16 September), which means that the current route alignment and construction method to be shown publicly is fixed while we seek additional feedback from other stakeholders and the wider public to refine our proposals. However, the team will review this request in the background and come back to you in due course to continue our dialogue. We are pursuing arrangements for landowner surgeries in July and September (pending internal approvals on Covid-19 measures) and will be sure to invite you both along should you wish to attend one of those sessions.

We appreciate your continued cooperation on the voluntary survey licence agreement and Mr Dickson's willingness to engage with us in light of recent events.

Kind regards

**Jenn Bryden**

Consultation Manager Rampion 2

@rwe.com



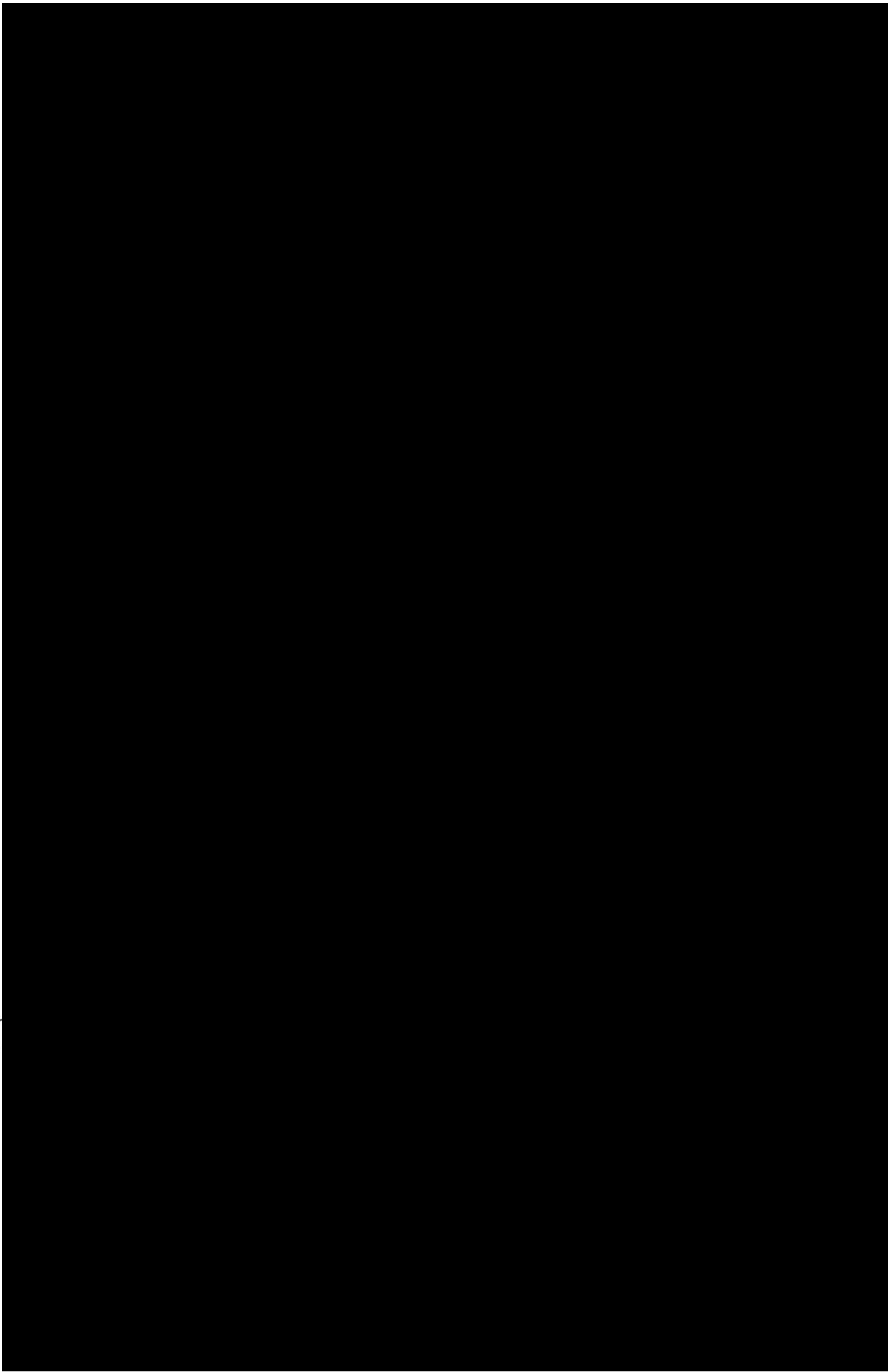
RWE Renewables UK

Web: [www.rwe.com/rwe-renewables-uk](http://www.rwe.com/rwe-renewables-uk)

Twitter: [@RWE\\_UK](https://twitter.com/RWE_UK)

Instagram: [@rwe\\_uk](https://www.instagram.com/rwe_uk)

Linkedin: [linkedin.com/company/rwe-renewables](https://www.linkedin.com/company/rwe-renewables)



2.27.86.

**Maria Vassiliou**

**From:** Guy Streeter [redacted]@savills.com>  
**Sent:** 11 May 2022 14:55  
**To:** [redacted]@rwe.com; [redacted]@rwe.com; [redacted]  
**Cc:** [redacted]  
**Subject:** Rampion 2 - Meeting Minutes Friday 8th April 2022  
**Attachments:** RWE Meeting - College Wood Farm 8th April 2022 -Final 9.5.2022.pdf

Dear James and Vaughan

Please find attached a copy of the minutes of our meeting on Friday 8th April. James, may I also thank you for your call on Tuesday 12th April where you expressed your apologies for your part in how the meeting concluded. You asked me how you thought you should best cover the remaining 3 items on the Agenda and I confirmed to you that my instructions were that my client was not interested in discussing the further points due to the woeful attempts by RWE to engage with Mr Dickson. You were unfortunately not fully prepared to deal with the items on the agenda and one of the critical points of the alternative route offer by Mr Dickson it seems had not even passed your desks or been given any meaningful consideration whatsoever. You will appreciate this did not put you or Vaughn in a good light and looked unprofessional. Your project will lead to significant disturbance of people's lives, businesses and in some cases the health of affected parties and I hope against this background you will fully understand Mr Dickson's concerns.

Mr Dickson has asked that I put on record that despite false promises at site meetings prior to the 8th April 22 meeting and also in emails from RWE since the this project commenced you have consistently deprived and refused him the opportunity to have a meaningful discussion around your project and the impact to his property and his considered proposals for an alternative route and the use of HDD methodology which would prevent significant ecological and environmental harm arising from your scheme.

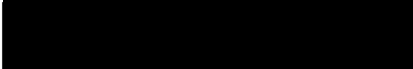
I am glad we have now fixed a further date for a meeting to discuss the cable, its route and the potential for mitigating the impact of this on Mr Dickinson's property.

With reference to the minutes I look forward to receiving the requested information and please can I ask that all communication comes through me as Mr Dickson's lead advisor coordinating his professional team.

Yours sincerely

**Guy Streeter MRICS FAAV**  
**Director – RICS Registered Valuer**  
**Rural Professional**

Savills, Exchange House, Petworth, GU28 0BF



**savills** Email : [GStreeter@savills.com](mailto:GStreeter@savills.com)  
Website : [www.savills.co.uk](http://www.savills.co.uk)



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2-27-93

## Martin Page

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### Survey schedule

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I fully expect that there won't be any further issues in this regard, but Mr Dickson is invited to contact me directly if there are any future concerns:

Jenn Bryden  
Consultation Manager, Rampion 2  
[REDACTED]@rwe.com

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Kind regards

**Jenn Bryden**

Consultation Manager Rampion 2

@rwe.com



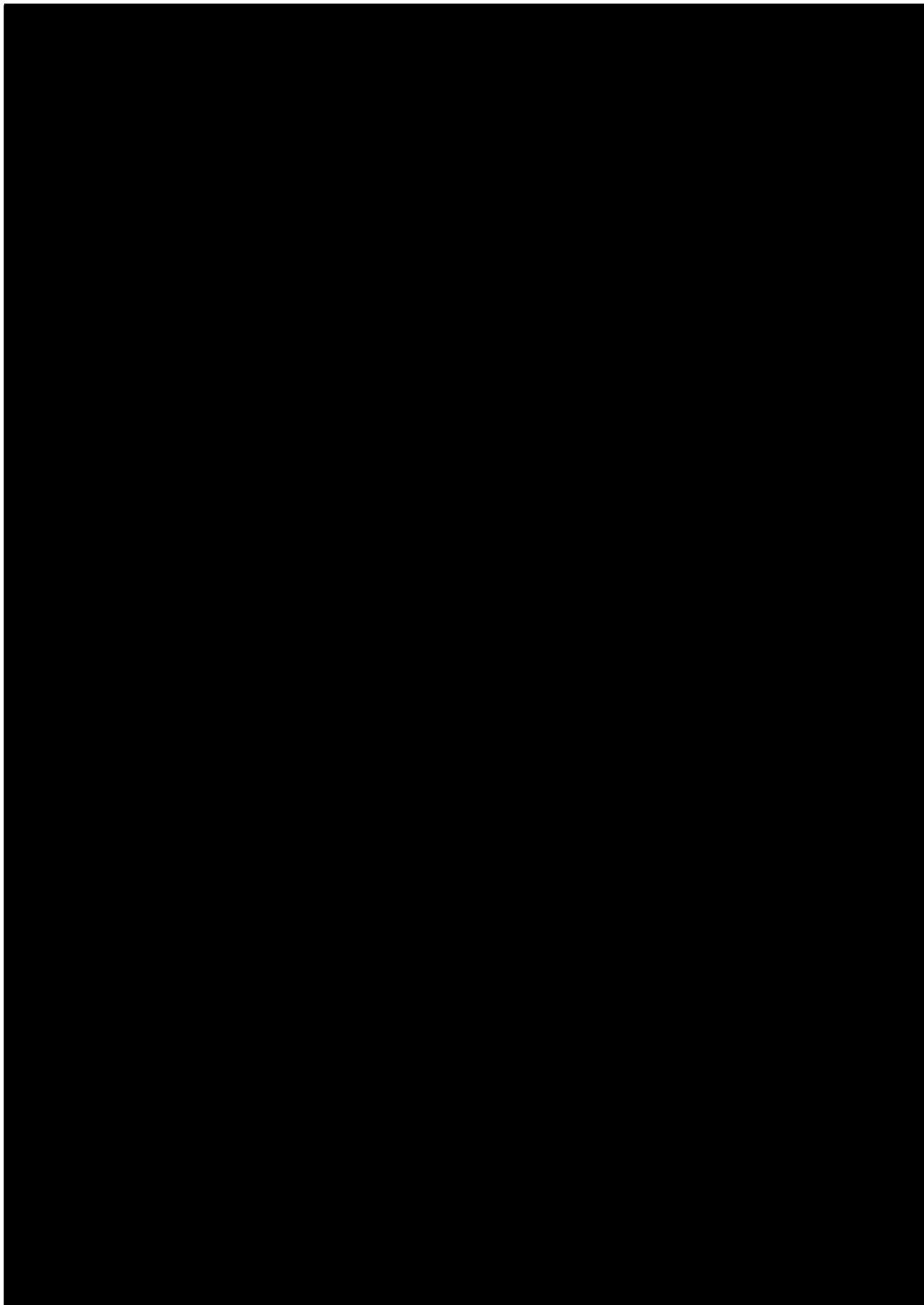
RWE Renewables UK

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Twitter: [@RWE\\_UK](https://twitter.com/RWE_UK)

Instagram: [@rwe\\_uk](https://www.instagram.com/rwe_uk)

Linkedin: [linkedin.com/company/rwe-renewables](https://www.linkedin.com/company/rwe-renewables)



2-27-22.

College Wood Farm

Wiston

Steyning

W Sussex

BN14 3DY

Caroline Hopewell  
National Infrastructure Planning  
Planning Inspectorate  
Temple Quay House.  
Temple Quay  
BRISTOL  
BS1 6PN.

28/8/23

Dear Madam

Rampion 2 College Wood Farm and  
Ridgeland's Farm West Street Cow Ford

I write following our  
telephone conversation on 17<sup>th</sup> August regarding  
the above.

I have spoken to [REDACTED] at length  
at Horsham District Council Planning Department  
who has looked at my material and recognises  
my concerns. He suggested that I should  
submit independently my concerns about RWE's  
lack of statutory adequate meaningful  
consultation and engagement with me  
and their blatant belligerent approach  
to my concerns from the beginning.  
As outlined in my letters to [REDACTED] I  
have been the victim of the use of false  
evidence, intimidation & discrimination.<sup>13</sup>



(see Savills letters 17/11/22 & 19/7/22) and I feel bullied.

I would like the Planning Inspector to look particularly at issues where I have been misled by RWE, their refusal to answer questions documented to them and their determined attempts to dissuade me from my preferred routes and methodology.

I have been intentionally ignored, fobbed off or been given false promises by the Rampdon team. See Savills 19/7/22 letter. There has been no collaborative approach whatsoever.

See Savills letter 11/11/22. Reference to "false promises" "In emails from RWE since this project commenced you have consistently deprived and refused him<sup>TRD</sup> the opportunity to have a meaningful discussion around your project and the impact to his property, and his considered proposals for an alternative route and the use of HDD methodology, which would prevent significant ecological and environmental harm arising from your scheme"

I have never received any Heads of Terms from RWE or had any attempt by RWE to discuss terms despite being promised this well over a year ago.

I wrote a 9 page letter to RWE on 31/7/23 with a specific request to document acknowledgement, the letter contained 15





(3)

Numerous requests for information.  
To date I have been totally ignored  
with no response or acknowledgment of the letter.  
RWE have not afforded me any opportunities  
to make changes at [redacted] my  
Home Farm, whatsoever. They have  
never explained to me what opportunities  
there were to make changes to the route.  
Their proposed route and methodology will  
cause numerous harms to the Environment  
Ecology & Biodiversity, not least it will  
put me out of business.  
RWE misled and deceived me into  
believing that they were going to make  
changes at College Wood along with 60  
other changes along the route. This  
was clear deception as they had no  
intention of making changes. Sarah's letter  
26/10/22. "Mr Dickson felt that  
he had been wholly deceived by you  
[redacted]"

Bearing in mind RWE's total failure  
to consult and engage adequately in  
the correct timely manner, the  
intimidation, victimisation and discrimination  
I have suffered and the well documented  
evidenced trail of misleading deception  
I have suffered, it is inconceivable that  
RWE's application of 10 August 2023  
can possibly be accepted for examination  
at this current time. Yours sincerely  
[redacted]

Ref No (REP1-168) Thomas Ralph Dickson	Applicant's Response	Landowner's Response
2.27.2	<p>The Applicant has met with the Land Interest on 8th April 2022, 15th June 2022 and 15th March 2023 and has attempted to explain the cable route design and how Accommodation Works will enable the Land Interest to be able to gain access to all areas of his land during the construction period. In the Applicant's letter dated 11th January 2024 the Applicant reconfirmed a proposal of funding a stockperson to assist with the Land Interest's day-to-day farming (moving of livestock) during the construction period.</p> <p>The letter states: "Rampion 2 would be prepared to discuss the farm's requirements for availability of a stockperson and has already offered to discuss commitment to funding. However, our land agent Carter Jonas needs to understand the current farm management arrangements and to discuss potential mitigation solutions before commitments can be fully closed out. I understood that Nigel Abbott tried to arrange a meeting w/c 21st August with your then newly appointed agent Chris Tipping of Batcheller Monkhouse but you were away. We look forward to receiving potential meeting dates to progress these discussions."</p> <p>No response has been provided further to the letter being sent and potential meeting dates have been provided by the Land Interest.</p>	<p>The Applicant has not adequately considered the expert evidence provided by BCM in the Land Interest's written representations. For ease of reference, please refer to paragraph 8.7.6 of BCM's Business Impact Assessment:</p> <p><i>The employment of an additional member of staff could be considered by some to mitigate the risk to an extent, but this is unlikely to be the case. <u>Livestock handling and farming operations cannot necessarily be restricted to working hours, so any additional staff would not always be present during high-risk operations (e.g. livestock movements at night due to escapes). In addition, as Mr Dickson current operates by himself, there is no suitable Health and Safety policy in place to suitably protect any employees. Mr Dickson would also have to manage this individual which may add additional strain to the business and him personally.</u></i></p> <p>The Applicant must acknowledge and consider that the Land Interest is an elderly farmer, a fact known throughout the process and to the Applicant since 2020. 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 has been previously advised that hiring additional staff is not an acceptable solution. The Land Interest has gone to the expense of obtaining expert evidence to clarify why this proposed solution is not viable. Despite this, the Applicant has not addressed the evidence, provided any counterproposal, nor provided any substantive details on their officer showing a lack of meaningful engagement.</p> <p>The Land Interest's agents have engaged with Carter Jonas' in respect of a meeting taking place Wednesday 24<sup>th</sup> April between the landowner, his representatives, Carter Jonas and the Applicant.</p>
2.27.6	<p>The Applicant understands that the land is pasture and used for cattle grazing. There will be a temporary loss of grazing for the 40m construction corridor (total land take of approximately 4.59 hectares) which equates to 8% of the 62.23 hectares of the farm referred to in the Land Interest's BCM report. 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 resulting in restricted access to the fields to the North of the cable route. The Applicant has sought to engage further to understand the Land Interest's specific requirements to accommodate the grazing cattle / farm management operations and minimise disturbance wherever possible.</p> <p>The Land Interest's agent has 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.09) to ensure parts of the field will remain available for use. Detailed cable routeing will be refined further to 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</p>	<p>The Applicant has inaccurately asserted the impact at 8% on the basis that crossing points can be used by the Land Interest. This demonstrates a lack of engagement with the written representations and supporting evidence provided.</p> <p>Crossing points are not a viable option for the Land Interest due to safety concerns, hence the land severance equates to approximately 35 acres (being 24% of the land holding). Despite the Applicant's expressed interest in progressing discussions with the Land Interest, they have not adequately responded to the Business Impact Assessment provided by BCM. This assessment clearly outlines the Land Interest's farming operations and limitations.</p> <p>The Land Interest has proposed alternative cable corridors to the Applicant throughout the pre-DCO process, designed to mitigate the impact on his retained land without necessitating crossing points. These alternatives have been dismissed by the Applicant, who instead opted for a corridor that provides the least negative impact of the project, whilst having the most impact on the Land Interest's operations and livelihood.</p> <p>This is disappointing to the Land Interest who is committed to find a solution which minimises the impact on his land holding. 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</p>

	<p>those discussions alongside the voluntary agreement in the letter from the Applicant dated 18th May 2023 (as 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 the relevant reps these were not issued to the Land Interest until January 2024</p>	<p>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.</p> <p>In this case, it is difficult to conclude that the means chosen by the Applicant could be regarded as reasonable and suited to achieving the aim being pursued given the level of disruption the current cable route has on the Land Interest, particularly in the context of his personal circumstances and approach to farming as detailed in the BCM report.</p> <p>This point is of further note, as previously indicated, since the Land Interest is afforded protection by the Equality Act 2010. The Applicant will be aware of the Secretary of State's refusal of the London Borough of Southwark (Aylesbury Estate Site 1B-1C) Compulsory Purchase Order 2014, which principally deals with matters arising from Public Sector Equality Duty under 149 of the Equality Act 2010. We have made several representations in respect of this point and have communicated it both to the Applicant and Examining Authority. Similar to the <i>Aylesbury</i> decision the issues surrounding are:</p> <ul style="list-style-type: none"> <li>• Article 1 of the First Protocol of the ECHR entitles a person to peaceful enjoyment of their property. In this case the Applicant has chosen a cable route with the most impact on the Land Interest.</li> <li>• Article 8 of the ECHR (as above)</li> <li>• The cable route will exclude the Land Interest's ability to continue sole farming and consequently may interfere his presence in the local farming community.</li> <li>• Significantly increased health and safety risk.</li> <li>• Uncertainty and increased stress surrounding future funding and operation of the farm.</li> </ul> <p>The Applicant has been fully aware of an additional protected characteristic disclosed by the Land Interest in a correspondence dated 20th November 2020. A response was received on 23rd December 2020 by the Applicant, yet it failed to address the Land Applicant's individual circumstances. Furthermore, the Applicant has since overlooked this issue, leading to a significant breach of trust and causing considerable frustration and stress for the Land Interest resulting in direct and indirect discrimination.</p> <p>The Land Interest has taken note of the written query from the Examining Authority regarding his unique circumstances. Consequently, the Land Interest will be providing a comprehensive explanation on matters related to the Equality Act 2010 in a separate direct submission to the Examining Authority, with a copy provided to the Applicant.</p>
2.27.7	<p>Equality Act 2010 See the Applicant's relevant representation response in Applicants Response to Relevant Representations [REP1-017] Table LI94.2 Applicant's Response to Lester Aldridge LLP (Lester Aldridge LLP) on behalf of Thomas Ralph Dickson (Thomas Ralph Dickson) [RR-396] and consideration of alternatives below next to Appendix A figures.</p>	<p>See 2.27.6 and letter to ExA regarding responses to written questions relating to Equality Act 2010.</p>
2.27.11	<p>A request was originally made by the Land Interest to HDD the cable route through the majority of the Land Interests land (for 700m) at a site visit as noted in a record of engagement dated 15/10/21. This was considered by the Applicant and concluded that the original design is to be retained with embedded mitigations to reduce impacts on the land-use. The landowner's request for HDD to replace the open cut trenching is</p>	<p>Other than a suggestion to provide crossing points and a stockperson, the Land Interest is not aware of any other 'embedded mitigations' offered by the Applicant. If the Applicant has evidence of further 'embedded mitigations', please disclose this directly to the Land Interest's agent as a matter of urgency.</p>

	<p>disproportionate considering there are no material physical or policy constraints in the way of the least impact route that has been proposed by Rampion 2.</p> <p>Rampion 2 is considering the use of HDD as a crossing technique only where there is an obstacle of environmental or physical nature that could not reasonably be overcome via open-cut trench construction methods without causing significant environmental damage. These obstacles include major roads, significant topographical changes as well as railways, watercourses and land with designated environmental protection statuses. Trenchless methods are associated with substantial additional cost as well as additional construction risks, which the Applicant is obliged to avoid as much as possible in order to deliver the scheme and provide value-for-money to the UK consumer.</p> <p>A trenchless crossing spanning the corridor length as proposed in the landowner's submission (<i>Drawing number DKS/1003.1</i>) would be exceeding 1,100m in length and thereby constituting a highly complex part of the onshore cable construction and the longest trenchless crossing of the onshore cable route by far. It must be noted that the construction of a trenchless crossing involves up to four horizontal directional drills in parallel, one for each export circuit.</p> <p>Finally, the application of trenchless cable construction methods can have a detrimental effect on the overall cable export capacity, and must therefore only be used in specific circumstances.</p> <p>Due to these reasons, the consideration of HDD for cable construction across the Land Interest's property is not feasible or proportionate on technical grounds.</p>	<p>The Applicant should consider the use of 'short throw HDD and/or thrust bore techniques to cross obstacles such as private roads/means of access and hedgerows to minimise the impact on landowners. This option was offered by the Applicant in a meeting with the Land Interest in April 22.</p> <p>This is a method which the Applicant is employing elsewhere on the Scheme. For example TC15 is a trenchless crossing of a farm access track and mature treeline. This has parallels with the Land Interest where he has a farm track and mature hedgerow which the Applicant is proposing to open cut through. A trenchless crossing here would alleviate the land Interest's concerns over the loss of his private means of access which will impact the enjoyment of his dwelling and farming business.</p> <p>There are more cost effective and less intrusive methods of underground crossings in short sections. The Applicant has provided no financial analysis dealing with the cost of underground crossing in short sections. The Applicant needs to supply evidence in respect of why this would not be proportionate.</p>
2.27.12	<p>This is a new request for the Applicant's review submitted at Deadline 1. The request for the use of HDD, albeit on a modified route is rejected on the same grounds provided in response 1.11.</p>	<p>As above.</p>
2.27.13	<p>A request made to move the cable route to the north, immediately along the field boundary was received and considered further to the second statutory consultation. The Applicant concluded that the Original design is to be retained with embedded mitigations to reduce impacts on the land-use. The requested route change was rejected for the reasons set out in the letter from the Applicant dated 14th April 2023 as set out below and attached at <i>Appendix G</i>.</p> <p><i>"In deciding our cable route, we consider various environmental and engineering factors. The waterlogging of ground at College Wood Farm will present challenges that will need to be addressed in our cable installation methodology, and may require some particular drainage or land de-watering techniques. However, these conditions are likely to be encountered in many locations along the Rampion 2 cable route, and methods for dealing with wet ground are well-established in cable installation.</i></p> <p><i>The width of our current, proposed planning application "red line" DCO boundary provides us with some flexibility to avoid wet areas of ground. However, were we to move the construction corridor further north of the current proposed "red line" DCO boundary (towards the field boundaries) then we would encounter other issues:</i></p> <ul style="list-style-type: none"> <li><i>• We would encounter additional hedgerows and would cross additional treelines.</i></li> <li><i>• We would also need to protect the root protection zones of trees, meaning that the works would need to be kept a minimum of 10m-15m away from the (nonancient) woodland areas on the property boundary.</i></li> </ul>	<p>The Applicant asserts that it cannot consider a northern route for the following reasons, which are dealt with in turn below:</p> <p><i>Reason 1: Additional hedgerows and would cross additional treelines</i></p> <p>The Applicant has not responded nor considered the Land Interest's ecological report. The northern alternative would avoid sensitive features such as hedgerows but would still allow open trenching within the semi-improved grassland – however the route has been moved to the field edges such that the majority of the remaining grassland is not fragmented. It would also avoid the majority of woody features including scattered trees in the centre of the site between H235 and H246.</p> <p>Other than the Applicant's own assertion it has not provided any counter-evidence to support their statement nor grappled with the ecological findings of Aroborweald Environmental Planning Consultancy.</p> <p><i>Reason 2: Root protection zones of trees</i></p> <p>The Applicant has not provided specific surveys to justify this point. Please provide reference to specific trees and relevant root protection zones.</p> <p><i>Reason 3: Ancient woodland buffer of 25m</i></p>



<ul style="list-style-type: none"> <li>• Where the property boundaries comprise of ancient woodland a buffer of 25m is required to be met and it is noted that much of the woodland to the north is designated ancient woodland and would be subject to associated protective planning policies. These areas are marked on the enclosed plan</li> <li>• The project is required to use a cable routeing that is economic and efficient. Therefore, the additional cable length required by the routeing of the cable northward along the field boundary would need to be justified on environmental or engineering grounds (which we do not believe it to be).</li> </ul> <p>The original route considered as described above is different to the route shown at 1.13. The above original route request is shown on the Landowner Preferred Route Plan 8-3- 23 attached at <i>Appendix H</i>.</p> <p>A further cable route suggestion similar to that shown in this Written representation at 1.13 drawing number DKSS100 3 was sent with the Land Interest's letter dated 18th April 2023. This cable route proposal was located 15m from stands of woodland, some of which are listed as ancient semi-natural woodland on the ancient woodland inventory. Given this does not allow for the Applicant's commitment to apply the 25m ancient woodland buffer cited in the letter of 14th April the option was not taken forward.</p> <p>The Potential inclusion of HDDs approximately 100m from properties is a further inclusion identified on the plan which has not previously been submitted to the Applicant. This proposal would require further consideration for additional monitoring and potential environmental effects (such as noise etc).</p>	<p>The Applicant seeks reliance on Commitment C-216 as the basis for rejecting a proposal that would significantly reduce the serve impact on the Land Interest. We note the Commitment C-216 is not a statutory requirement. It follows, Natural England's Standing Advice for ancient woodland provides for a 15 m (minimum) buffer to protect woodland from the effects of developments. The Applicant has not adequately explained why it cannot deviate from the 25-meter commitment.</p> <p>In correspondence dated 24 May 2023 sent by the Applicant it notes that notwithstanding Commitment C-216 , <i>the ultimate alignment of the cable route remains a balance of considerations and factors, in addition to any specific constraints.</i></p> <p>In the Land Interest's view, the Applicant has balanced a non-statutory requirement of a 25 meter buffer over the Land Interests rights pursuant to Article 1 and 8 of the ECHR and above the protections granted pursuant to the Equality Act 2010. The Applicant must demonstrate there is a compelling case in the public interest to justify its confirmation of a compulsory purchase order that, in this particular case, would extinguish the Land Interest's enjoyment and use of this property.</p> <p>If the Applicant has considered the alignment of the cable route in such a way, then it must provide the <i>considerations and factors</i> taken into account to allow the Examining Authority to reach a determination on whether there is compelling public interest to acquire the land.</p> <p>In the context of deviating from Commitment C-216, the Land Interest notes the response given by the Applicant to Mrs Fischel (Table 2-26, paragraph 4.1):</p> <p><u><i>In relation to concerns raised regarding the proximity of the red line boundary to Ancient Semi Natural Woodland - It is noted that commitment C-216 ensures that a 25m stand-off between ancient woodland and any ground works would be implemented.</i></u></p> <p><u><i>Commitment C-216 is applied in this location. There is no intention for any ground works to take place within the 25 m buffer adjacent to Lowerbarn Wood – a block of Ancient Woodland. However, the full extent of the red line boundary is available for activities that do not break the ground that are needed to accommodate works in a constrained area.</i></u></p> <p>If the Applicant was to apply the same working method as per Lowerbarn Wood this will enable the cable corridor to be moved much closer to the northern boundary of the affected fields. This would require a very minor additional length to the cable corridor.</p> <p><i>Reason 4: Economic Efficiency</i></p> <p>We refer to the long-standing principle in <i>Prest v Secretary of State for Wales</i>, 1983 WL 215478 (1983):</p> <p><i>In the sphere of compulsory land acquisition, the onus of showing that a CPO has been properly confirmed rests squarely on the acquiring authority and if he seeks to support his own decision, on the Secretary of State. The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised.</i></p> <p>The Applicant asserts the necessity for economic efficiency, yet this must be proportionally weighed against the Land Interest's rights. The Applicant has failed to provide a viable economic</p>
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		<p>rationale for why a minor extension in cable length would lead to an economically unsustainable modification. As in <i>Prest</i>, the acquisition of an individual's land is a profound infringement of ownership rights, demanding rigorous examination for the decision causing permanent disruption to the Land Interest's property.</p> <p>The Applicant has inadequately addressed or responded to the evidence presented in Written Representations, which provides justification based on ecological factors. The Applicant's superficial responses are wholly insufficient when considering the lifelong disruption the Land Interest faces.</p>
2.27.15	<p>The proposed cable route crosses the Land Interest's holding East to West severing the land. The remaining land to the North of the proposed cable route, that would (without the proposed mitigation) be "severed" from the rest of the holding equates to approximately 12.50 hectares (31 acres) which equates to approximately 20% of the Land Interest's holding. Including the construction corridor approximately 4.59 hectares this would result in approximately 17.09 hectares (out of a total of 62.23 hectares) being temporarily sterilised which equates to approximately 28% of College Wood Farm.</p> <p>See the Applicant's above response to 1.6 for the mitigation measures to ensure the Land Interest business may continue during the construction period and which would avoid the severance of land. The Applicant notes that if crossing points are utilised, only approximately 8% of the land in productive use is impacted by the construction corridor.</p>	<p>The Land Interest has extensively evidenced the reasoning why crossing points are unsafe and unsuitable for his particular circumstances. The Applicant, by continuing to pursue use of crossing points is contrary to the protection granted to the Land Interest by the Equality Act 2010.</p>
2.27.20	<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.</p> <p>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:</p> <p><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> <p>The Applicant has not genuinely attempted to negotiate with the Land Interest contrary to the CPO Guidance.</p>
2.27.27	<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>

		<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.</p>
<p>2.27.37</p>	<p>The Applicant does not accept that the proposed construction methods and the area of land subject to temporary and permanent rights and restrictive covenants should lead to the extinguishment of the Land Interest's business due to the mitigation measures proposed.</p>	<p>See 2.27.6 and 2.27.11 above</p>
<p>2.27.38</p>	<p>The Applicant provides a brief summary below: The Applicant failed to consider alternatives and suggested route changes put forward by the Land Interest.</p> <ul style="list-style-type: none"> <li>(i) The responses to this written representation demonstrate that the Applicant has considered the modifications suggested by the Directly Affected Party. More generally, Chapter 3: Alternatives, Volume 2 of the Environmental Statement (ES) [APP-044] details how the design of the Proposed Development has evolved and demonstrates that all aspects of site selection, site access and future access requirements have been incorporated into the design of the Proposed Development to minimise and mitigate adverse impacts. The chapter explains the reasonable alternatives considered for the onshore cable corridor and the reasons for selection of the preferred option. At this stage, the description of the Proposed Development is indicative and a 'design envelope' approach has been adopted which takes into account the Planning Inspectorate's Advice Note Nine: Rochdale Envelope (Planning Inspectorate, 2018).</li> <li>(ii) Detailed responses to the proposed Alternatives are set out in the Applicant's response to section 1.11, 1.12 and 1.13 in this Written representation</li> </ul> <p>The Applicant has written to the Land Interest, in letters dated 19 August 2022, 14 April 2023, 24th May 2023, and 11th January 2024, providing detailed reasoning and rationale behind the cable route design and why the Land Interest's proposed alternative routes cannot be accommodated.</p> <p>The Land Interest claims that the Applicant has failed to negotiate prior to the submission of the DCO application. No heads of terms have been issued during the pre-examination phase. The Applicant responds to this point above in the Green Properties Written Representations response E.1.9 as repeated below:</p> <p>The Applicant does not agree that the Applicant's representative is dishonest and emailed their Land Agent to record the request by the Land Interest to not receive Heads of Terms immediately following the phone conversation on 22nd May 2023. The Applicant notes that there is no benefit to the Applicant to not issue Heads of Terms. The Applicant did not want to cause the Land Interest further stress or accusations of using pressure tactics by issuing documents which it had been requested not to issue. The request for issuing Heads of Terms that the Land Interest refers to was from his agent in 2022 who was no longer representing the</p>	<p>The points concerning the applicant's responses to written representations are addressed at 2.27.13. As outlined, we do not accept that the applicant's rejection of the alternative routes provides sufficient justification for why a route that extinguishes Mr. Dickson's farming activities is proportionate.</p> <p>The Land Interest was not invited to participate in Targeted Onshore Cable Route Consultation which ran from 18<sup>th</sup> October 2022 to 29<sup>th</sup> November 2022.</p> <p>This is despite their being proposed changes in the Wiston Area (Area 5) of which he should have been consulted on these changes and been invited to present his own changes as part of a statutory public consultation process.</p> <p>As in <i>R v North and East Devon HA ex p Coughlan</i> [2001] QB 213 the Court of Appeal summarised the general principles relating to consultation within the context of administrative law:</p> <p>"108 It is common ground that, whether or not consultation of interested parties and the public is a legal requirement, if it is embarked upon it must be carried out properly. To be proper, consultation must be undertaken at a time when proposals are still at a formative stage; it must include sufficient reasons for particular proposals to allow those consulted to give intelligent consideration and an intelligent response; adequate time must be given for this purpose; and the product of consultation must be conscientiously taken into account when the ultimate decision is taken."</p> <p>The Applicant must provide justification to the Examining Authority as to why the Land Interest was not invited to participate as it is a consideration of their decision.</p>

	<p>Land Interest in May 2023 and therefore Heads of Terms could not be sent to the Land Interest's agent.</p> <p>The Land Rights Tracker demonstrates that engagement has taken place with the Land Interest since April 2021. The following key engagement from the Land Rights tracker is set out below</p> <p>The Applicant has had detailed dialogue with the Land Interest and their agents commencing from April 2021.</p> <p>The Land Interest owns pasture land which is affected by the proposed cable route.</p> <p>The Applicant has sought to consult with the Land Interest through attending several meetings (both on-site at College Wood Farm or via on-line video calling), in June, August, October 2021, March, April, May, June 2022, and March 2023 with the Land Interest and their agents. The Applicant has followed up these meetings in writing, through either providing Site Meeting Notes or in a letter, giving detailed consideration of all of the issues raised by the Land Interest and their agents, offering explanations as to how the Applicant has selected the cable route across the land.</p> <p>The Applicant sought to discuss Heads of Terms with the Land Interest and their agents. In May 2023, the Land Interest specifically requested that the Applicant does not issue Heads of Terms to the Land Interest or their agent.</p> <p>The Applicant has continued to offer to work collaboratively with the Land Interest, and the latest correspondence with the Land Interest was in January 2024.</p> <p>Heads of Terms were issued to the Land Interest in January 2024.</p> <p>The Applicant has contacted the Land Interest's newly appointed Agent to seek to meet to discuss further the Heads of Terms issued in January 2024.</p> <p>The Land Interest claims that the Applicant has failed to engage in meaningful consultation with our Client and in some cases failed to include them in consultation events. The Applicant considers that it has made substantive effort to meaningfully consult with the Land Interest as evidenced by:</p> <p>It is not clear which event the Land Interest considers he was excluded from. The Applicant is therefore not in a position to respond to this point.</p>	
2.27.43	<p><b>Access</b></p> <p>In relation to access concerns, see the Applicant's response to the relevant representation under the heading Accommodation Works in Table LI94.3 of the Applicants Response to Relevant Representations [REP1-017] Applicant's</p>	<p>As at 6.1 of BCM's evidence:</p> <p><i>The current H&amp;S and Lone Working Policy is suitable at this current time but is unlikely to be robust enough to suitably manage any significant modification to the current farming practices. Any such modification to practices would also likely require modification of the business insurance policy.</i></p>



Response to Lester Aldridge LLP (Lester Aldridge LLP) on behalf of Thomas Ralph Dickson (Thomas Ralph Dickson) [RR-396].

In addition, the Applicant will provide uninterrupted access along the private access track throughout the duration of the construction period. When the cables are installed through the private access track, an alternative access route will be provided (through the Construction Corridor) of suitable material (i.e. bog matting) to ensure uninterrupted access is maintained for farm vehicles, HGVs, and for emergency vehicles.

If there is a gateway within the Construction Corridor, an alternative gateway will be installed to enable access to be provided to the large parcels of pasture to the West of the Land Interest's land holding.

#### **Livestock Handling**

BCM's report refers to a "ditch" being present following the installation of the cables. The Applicant understands that the ditch being referred to is the cable trenching works. During the construction period the construction corridor will be fenced off with gates installed at appropriate locations along the cable route and at the point where it crosses the private means of access from Spithandle Lane. The trenches will be dug for cable duct installation as set out in detail in paragraphs 4.5.4 – 4.5.17 Chapter 4 Proposed Development, Volume 2 of the Environmental Assessment [APP-045]. Further to the installation of the cable ducts the trenches will be backfilled. The timeframe for the open cut trenching and backfilling will be communicated with the Landowner and is not anticipated to be more than 3 weeks at crossing points in this location. Further reinforcement over the trenches will be installed to facilitate Cattle crossing. Further to completion of construction the land will be reinstated to its original condition (i.e. be reinstated to pasture) and there will be no trench along the cable route, and therefore the Applicant's farming practice of grazing cattle will be able to return to normal with little or no impact on the Land Applicant's farming operations / business, and or livestock movements and will have no additional health and safety implications.

#### **Loss of Grazing**

The Applicant acknowledges that the Land Interest will lose the grazing of the Construction Corridor during the construction period. In accordance with the Heads of Terms, compensation for disturbance and crop loss will be considered where reasonable, substantiated and shown to be caused as a direct consequence of the temporary use of the land and the works in accordance with the Compulsory Purchase Compensation Code.

#### **Drainage**

In addition to the Applicant's above responses to 2.27.15, 2.27.17 and 2.27.42, there is an embedded environmental measure (C-28) has been put in place for the delivery of construction drainage plan within the Outline Code of Construction Practice (CoCP) [PEPD-033] as secured via Requirement 22 of the Draft Development Consent Order (DCO) [PEPD-009]. The measure states that "Particular care will be taken to ensure that the existing land drainage regime is not

The construction work will inevitably have long-term effects on the soil, which will not be resolved in a mere three weeks. Additionally, the deployment and erection of construction fences, persisting even after the initial work, pose a significant health and safety risk.

In respect of the crossing points, they are impractical considering the unique personal circumstances of the Land Interest, as detailed in section 9.3.3 of BCM's evidence.

*Access points can be considered 'pinch points' for livestock when being moved, and should animals spook and become agitated, they are liable to run away from perceived danger, sometimes in large numbers. If ditches were to be present in areas of pasture near access points, it is likely that if spooked, cattle could flee from perceived danger and fall in such ditches, possibly becoming stuck and causing injuries. This also creating a Health and Safety risk for Mr. Dickson when extracting the cattle.*

The Land Interest has expressed he is not comfortable using crossing points [REDACTED]. The loss of grazing and sterilisation is therefore significantly increased. The ExA must place significant weight on BCM's report in the context of the Land Interest's rights under the Equality Act 2010.

	<p>compromised as a result of construction. A specialist drainage contractor / consultant will be engaged prior to construction to develop the pre and post-construction drainage plan on agricultural land. Land drainage systems will be maintained during construction and reinstated on completion. Temporary cut-off drains will be installed parallel to the trench- line, before the start of construction, to intercept soil and groundwater before it reaches the trench. These field drains will discharge to local drainage ditches through silt traps, as appropriate, to minimise sediment release.”</p> <p><b>Health &amp; Safety</b></p> <p>Further to the comments above (under Access, Livestock Handling &amp; Drainage) the Applicant will ensure the Construction Corridor is securely fenced off thereby preventing any cattle from entering on their own accord. In addition, any crossing point installed will be to a standard that will enable the cattle to cross as well as the Land Interest either in a vehicle or on foot.</p> <p><b>Ecological Impact</b></p> <p>If the Land Interest were to enter into an environmental stewardship scheme (i.e. a Higher Tier Agreement) which commenced during the construction period, compensation for disturbance will be considered where reasonable, substantiated and shown to be caused as a direct consequence of the temporary use of the land and the works in accordance with the Compulsory Purchase Compensation Code.</p> <p><b>Sterilisation</b></p> <p>See the comments above under Loss of Grazing.</p> <p><b>Animal Welfare</b></p> <p>In addition to the comments under Livestock Handling above, the proposed Accommodation Works, and crossing points, will mitigate against the likelihood of any injuries to the cattle, and any additional transport costs BCM have stated being required to cross the trenches.</p>	
2.27.45	<p>The Applicant’s approach is 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.</p>	<p>The Applicant has not explained at what 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. The Applicant must provide this information.</p>
2.27.48	<p>In addition to the Applicant’s above response to 1.2, the Applicant has set out in the letter dated 14th April 2023 (as shown in <i>Appendix G</i>) that access across the construction corridor can be accommodated for both vehicular and livestock (cattle) access. Whilst Article 25(3) of the draft Order permits the temporary suspension of rights whilst the Applicant is in possession of land during the construction period, so as to enable access to be managed safely by the contractor in accordance with</p>	<p>A trenchless crossing of the PMA by way of short throw HDD and/or thrust bore would mitigate all of these issues. The Applicant has not provided sufficient justification in consideration of the Land Interest’s rights and freedoms.</p>

	<p>regulatory requirements, Article 25 of the draft Order does not operate to extinguish the Land Interest's existing ownership and/or rights. . The Applicant updated the Outline Code of Construction Practice [PEPD-033] at the Pre-Examination Procedural Deadline. Additional detail has been provided at Section 5.7.10 to explain how construction and access will be managed where crossing Private Means of Access (PMA). In summary:</p> <ul style="list-style-type: none"> <li>● All crossings of PMA will be developed to allow emergency access at all times (through the provision of road plating);</li> <li>● Contractors will be required to accommodate reasonable requests for access during the working day by temporary plating of trench unless a suitable diversion is provided around the works;</li> <li>● The trench will be plated or temporarily backfilled outside of construction working hours where feasible to restore access, unless a suitable diversion is provided around the works;</li> <li>● Rampion 2 Outline Code of Construction Practice Page 70 • Any access restrictions or closures will be communicated to all residents and businesses with affected rights of access (as recorded in the Book of Reference [APP-026] or successor document); and</li> <li>● A nominated point of contact on behalf of the Applicant will be communicated to all residents and businesses at least three months before the start of construction who can be contacted in case of any concerns of grievances.</li> </ul>	
2.27.52	<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"> <li>- the requirement to win a Contract for Difference (CfD) round to secure a route to market.</li> <li>- supply chain challenges</li> <li>- the scale of the Proposed Development</li> </ul> <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 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"> <li>• Win a Contract for Difference (CfD).</li> <li>• Overcome supply chain challenges.</li> <li>• Manage the scale of the project.</li> </ul> <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"> <li>• The timing and outcome of the CfD bidding round process is outside the control of the Applicant.</li> <li>• The Applicant has no idea who is going to supply its WTG and substations and when.</li> <li>• 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.</li> <li>• The Applicant has no clear date as to when it can commence the Project and is wholly reliant on matters outside of its control.</li> </ul> <p>The Applicant must provide no 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>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 assessing further design changes to this scheme, looking to add complexity to their scheme and potentially delays.</p>	
2.27.58	<p>The Applicant was informed verbally by the Land Interest on 22nd May 2023 specifically not to issue Heads of Terms. There is no documented evidence of requested Heads of Terms from the Land Interest further to the call on 22nd May 2023.</p>	<p>This assertion is refused by the Land Interest and it is deeply concerning the Applicant has made this statement, which is considered as an attempt to discredit the Land Interest to the Examining Authority.</p> <p>The Applicant must either rescind this statement or provide evidence to the contrary.</p>
2.27.59 and 2.27.60	<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>	<p>These comments are demonstrations as to why the Key Terms cannot be progressed as drafted. It further demonstrates a lack of willingness by the Applicant to enter into meaningful negotiation.</p> <p>The Applicant has been in contact with the Land Applicant for almost 4 years yet has not managed to properly delineate the extent of the Grantor's Estate. The CPO Guidance (Tier 1, Stage 3, paragraph 19) advises that as a CPO will inevitably lead to a period of uncertainty and anxiety for the owners and occupiers of the affected land, acquiring authorities should consider keeping any delay to a minimum by completing the statutory process as quickly as possible.</p> <p>It follows that this means there is no ability for affected parties to recover any professional costs since the Applicant imposed a six week limitation period to agree terms in order for costs to be covered.</p>
2.27.70	<p>A modified route maintaining the appropriate standoff distance from the ancient woodland (25m) was not put forward to the Applicant or communicated as being potentially acceptable to the Land Interest</p>	<p>A route which was 25m from the edge of the ancient woodland was put forward by Mr Dickson's agent, Savills on 8<sup>th</sup> March 2023. Again, the Applicant failed to adequately consider this option.</p>
2.27.71	<p>The Applicant continued to consider proposed modified cable route amendments through Spring 2023 including amendments put forward by the Land Interest after the close of consultation deadlines. Written communications were sometimes delayed due to the extent of changes requested by a number of Land Interests along the route which were considered by the Applicant.</p>	<p>The reason for refusing to consider the corridor route proposed on 8<sup>th</sup> March 2023 is contradicted by the position of the DCO corridor at Sweethill Farm/Lowerbarn Wood which is set out above.</p>
2.27.79	<p>Trenchless Crossing (TC15) was consulted and included in final design on the basis of it delivering mitigation for Landscape and Visual Impacts. As set out in the 2022 Consultation booklet TC-15 was proposed for the crossing of a farm access track and mature treeline.</p>	<p>A trenchless crossing in this location would also provide the same landscape and visual impact benefits as TC15.</p>



<p>2.27.93</p>	<p>Point 1: The Applicant notes the results of the ecology surveys provided. It is notable that ecology surveyors present on behalf of RED were at various points denied entry and escorted from the land by the landowner.</p> <p>Point 2: When access was agreed, the extent of survey was restricted both in the locations allowed to be accessed and the time they were allowed to be present. This is in contrast to the survey information provided by the Affected Party that covers larger areas and long extents of hedgerow, much of which is outside of the area that would be subject to construction activity. Therefore, the two datasets are not directly comparable.</p> <p>Point 3: With regards to hedgerows the methodology on surveying hedgerows is called into question by the Affected Parties ecologist based on not surveying the whole hedgerow (see paragraph 5.19 of Appendix A) and not visiting in February/March (see paragraph 5.26 of Appendix A). As noted above a survey of the length of each hedgerow was not permitted by the landowner and access was difficult to arrange.</p> <p>Point 4: However, as the losses proposed are temporary and small in scale the outcome of the impact assessment in Section 22.9 of Chapter 22 Terrestrial Ecology and Nature Conservation, Volume 2 of the Environmental Statement [APP-063] would not change (i.e. the effect is on the length of hedgerow described within the application).</p> <p>Point 5: It is noted that the Affected Parties ecology report questions the number of hedgerows that have been identified as having gaps in excess of 10%. Figure 22.5.2l of Appendix 22.5 hedgerow survey report, Volume 4 of the ES [APP-183] shows only H228 as not being intact.</p> <p>Point 6: With regards grassland type, again it is noted that the Affected Party allowed a survey across 60ha of land by their ecologist, whilst restricting access for the surveys undertaken on behalf of the Applicant. The Applicant's consultant recorded a mix of poor semi-improved grassland and improved grassland within the areas they were permitted to survey.</p> <p>Point 7: Regardless of the discrepancy between the survey results the habitat is not a Habitat of Principal Importance as it does not fit within the lowland meadow description provided by the Joint Nature Conservation Committee. \</p> <p>Point 8: Therefore, ensuring that updated survey information is gathered during the detailed design process is key in determining outcome which is the provision of sufficient compensation and biodiversity net gain is secured. This is secured through Requirement 14 of the draft Development Consent Order [PEPD-009]. Therefore, appropriate compensation (to reach no net biodiversity loss) and BNG is assured for the Proposed Development.</p>	<p>The Land Interest has responded in turn:</p> <p>Point 1:</p> <p>There is absolutely no valid justification for not conducting surveys using the correct methodology and at the appropriate time of year. Access should have been agreed prior to any visit to an elderly persons property and the Land Interest has commented on this directly. Alternatively, in line with industry best practices, habitats should have been presumed to be of higher value and classified accordingly in the absence of any contradicting evidence.</p> <p>Point 2:</p> <p>Arborweald conducted comprehensive surveys of the entire farm, focusing specifically on the area impacted by development. All collected data is relevant to the application. They adhered to industry best practices, surveying hedgerows in their entirety as prescribed by the HRA methodology. In contrast, the Applicant's methodology, which neglects the significance of hedgerows' connectivity to other habitats and their species, is invalid.</p> <p>Point 3:</p> <p>Hedgerows should have been surveyed along their entire length and at the correct time of year. As noted above, access should either have been negotiated OR the hedgerows should have been assumed to be the highest value – Priority habitat - so as to ensure legislative compliance of both the applicant and the Secretary of State (NERC Act 2006).</p> <p>Point 4:</p> <p>The methodology that has been used to come to this incorrect conclusion is faulty and does not take account of the CIEEM hedgerow surveying guidelines, the HRA 1997, or DEFRA's Hedgerow Survey Handbook.</p> <p>Point 5:</p> <p>It is noted in the Written Representation by Arborweald that information provided by the Applicant in the various ecology documents is inconsistent.</p> <p>Point 6:</p> <p>The survey undertaken by Arborweald consisted of a phase 1 of the entire 60ha farm, and a detailed survey of the area that would be affected by the development. Please refer to the written representation for further analysis of why the Applicant's methodology was inadequate.</p> <p>Point 7:</p> <p>This does not mean that the development can proceed unimpeded. The NERC act still requires the governing body to have regard to biodiversity, and the proven quality of the grassland at College Wood Farm is such that biodiversity would be seriously deleteriously affected by the works. This is due to the massive disturbance to the soil that would be caused by open trenching which would not recover as quickly as the visible impacts.</p> <p>Point 8:</p> <p>BNG will not be possible on site with the current scheme.</p>
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The Land Interest reserves the rights to respond to any further points during the course of the examination.