RAMPION 2 OFFSHORE WINDFARM DEVELOPMENT CONSENT ORDER

DEADLINE 4

Deadline 4 submissions made on behalf of Susie and David Fischel of Sweethill Farm

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1. Introduction

1.1. This is a written submission made on behalf of Susie and [redacted] Fischel (**Fischels**) in respect of: Post-hearing submissions, including written summary of oral case.

1.2. The Fischels' solicitor, [redacted], appeared on behalf of the Fischels at the Compulsory Acquisition Hearing (**CAH1**) online on Friday 17 May and in person on Tuesday 21 May.

1.3. This document first sets out the Fischels' summary of their oral case. Following the Fischels' CAH1 submissions, the Applicant responded on three points: alternatives, compulsory acquisition, and engagement. [redacted] on behalf of the Fischels briefly responded on these points and said a fuller response would be provided in Deadline 4 in writing.

1.4. Paragraph 3 of this document (from page 12 onwards) therefore sets out these post-hearing submissions.

2. Summary of oral submissions made at CAH1

2.1. Sweethill Farm is subject to compulsory acquisition powers under the draft Development Consent Order (**dDCO**): the dDCO provides for the compulsory acquisition in relation to around 900m of the cable route (roughly 2% of the route) over Sweethill Farm, under Article 25 and Schedule 7 of the dDCO. This is shown on the Onshore Land Plans [PEPD-003] – sheet 26.

2.2. The Fischels' concerns and the effects of the proposed powers on Sweethill Farm are set out in their Written Representation [REP1-163] and their Deadline 3 submission [REP3-132].

2.3. [redacted] explained that she will be focusing her submission on two main issues: the extent of the land take – which links into what the Applicant said about whether the conditions under section 122 of the Planning Act are met – and the statements that the Applicant has made about engagement. Engagement is covered first because it has a bearing on the other issue of whether the requirements of section 122 are met.

Engagement Issues

2.4. [redacted] referred to the Applicant's submission during the first session of the CAH that: ***"it continues to seek to reach voluntary agreement***", and at which they stated both that "there are active and positive discussions with 60% of parties" and that "we are working *across the board* with interested parties to try and secure agreement. (emphasis added). These two statements do not seem to be consistent.

2.5. The position put forward by the Applicant on Friday's hearing and in its documentation is very different to the reality experienced by the Fischels. It is acknowledged that it is fairly commonplace for the Applicant and Interested Parties on a DCO to have different views about what level of engagement is required. However, in this case the very wide difference in perspectives between the Applicant and landowners and the number of unresolved objections sets this DCO apart.

2.6. Section 104(2) of the Planning Act 2008 states:

> "*In deciding the application the Panel or Council must have regard to "any other matters which the Panel or Council thinks are both important and relevant to its decision*".

2.7. Rather than running through all the dates of correspondence and the threatening tone of emails, as others have already done that, it was expressed that the Fischels' experience is very similar to that which others have experienced. The Land Rights tracker [REP3-011 – i.e. the Deadline 3 submission tracked change] is an example of how what the Examining Authority is being told by the Applicant does not reflect the whole picture.

2.8. The Land Tracker lists the engagement that is taking place. The Applicant is saying that it has had meetings with the Fischels, site visits and has sent them emails. That is true, but this does not itself mean that meaningful engagement is taking place. The tracker also lists the HoTs as "*under discussion*".

2.9. In this context, "*under discussion*" means:

2.9.1. the Applicant has sent a version of the HoTs and template easement to the Fischels via their land agent.

2.9.2. The Fischels' land agent asked in January if [redacted] could discuss those documents with the Applicant's solicitors.

2.9.3. The Applicant's response was that if the Fischels wish to begin discussions with the Applicant's solicitors, the Fischels must agree the HoTs with the commercial terms and in the form supplied by the Applicant.

2.10. Those HoTs are on terms heavily stacked in the Applicant's favour and which a landowner cannot reasonably be required to accept, not least due to the unusually low level of compensation.

2.11. While it is appreciated that compensation is not a matter for the Examining Authority, when it is being used as a tool to effectively say "agree this low level of compensation or we will not even begin to engage" that is a problem for the Examining Authority to consider.

2.12. At Deadline 3, when the latest version of the Land Rights Tracker was submitted, what "*under discussion*" meant is that the Applicant had sent the template documents, and that the Applicant will not discuss the terms of those documents unless the Fischels sign up to Heads of Terms in the form and with the level of compensation provided by the Applicant.

2.13. After the Fischels appeared at the Friday hearing to say they would raise the issue of engagement, the Applicant got in touch with the Fischels on Saturday, to say that they would be *"willing to enter into discussions on voluntary documents once the commercial offer (i.e the cable payment) and plan*" or (they offer this in the alternative) "*that legal advice can be taken in connection with priority 'legal' areas of concern*" in the HoTs but not the easement itself which, again, will seemingly only be taken forwards once the commercial offer is agreed.

2.14. [redacted] expressed that this is not how a DCO is supposed to work. On the recent Lower Thames Crossing Order, the Examining Authority said that it is not up to affected parties to be pushed into accepting a low level of compensation as the hurdle to clear before the Applicant will enter into negotiations. If the Applicant cannot agree compensation, they must still try at all stages to reach agreement, and if compensation cannot be agreed, that can be left to be decided by the Lands Tribunal.

2.15. The Fischels have spent 4 years trying to reach an agreement with the Applicant. The Applicant is giving the panel one picture, but it is a picture that it is difficult for the Fischels to recognise.

2.16. The "Status Update" in the Lands Right tracker seems to offer a relatively positive picture of engagement: emails are being sent and meetings are being had, but they either contain little of substance or are going backwards: more than once the Fischels have been tentatively offered something on site or by email only to be told later by the Applicant that that change cannot be made.

2.17. It was noted that Mr Lister/the Applicant mentioned on Friday that not all affected parties have shown a willingness to engage. The Fischels are very willing and wrote to the Applicant in November 2022 with their position on the proposed application. The Applicant responded to that 11 months later in October 2023, after the Application had gone in and when it was too late to change anything in the Application.

2.18. Other than a brief introduction in the morning, [redacted] has not exchanged a single word with any of the Applicant's legal team despite having been involved in this since the end of last year. For now, the Fischels remain one of the 99 parties listed in the Land Rights tracker with whom an Agreement has not been completed.

2.19. [redacted] explained that from the Fischels' point of view, meaningful engagement is not happening, and the reason she is having to appear and take up the panel's time is because she cannot get constructive or consistent engagement or be allowed to discuss terms with the Applicant's solicitor.

2.20. Compulsory acquisition is an option of last resort: the Applicant must have engaged constructively throughout all stages of the application. Under paragraph 30 of The Department for Communities and Local Government's Guidance on "Awards of costs: examinations of applications for development consent orders" (**Costs Guidance**) an Applicant that wishes to minimise risk of an award of costs should make sure there is "*constructive co-operation and dialogue between the parties at all stages*". This is not happening with the Fischels, and that picture is reflected among at least some other landowners.

2.21. [redacted] requested that the Applicant enter discussions with the Fischels in relation to the HoTs and begins to negotiate the easement that it says it is willing to grant. It was recognised

that resources may be stretched, as the Rampion 2 website states "the current consenting and development phase consists of a relatively small team", however the Applicant must ensure that they have the ability to deal with a DCO application and are willing to deploy the resources they have, without using compensation as a tool to block further engagement.

Section 122 of the Planning Act 2008 and Relevant Guidance

2.22. [redacted] then addressed the extent of the land take and how that fits in with the Applicant's submissions at the first session of the CAH concerning section 122 of the Planning Act, related guidance, and how those tests are met.

2.23. [redacted] explained that conditions for exercise of compulsory acquisition powers under the DCO are that land is required for the developments to which the consent relates and that there is a compelling case in the public interest.

2.24. The Applicant's submission that this test is met was disputed on the basis of the Department for Communities and Local Government "Guidance related to procedures for the compulsory acquisition of land under the Planning Act 2008" (**CAH Guidance**). [redacted] explained that the first requirement is that reasonable alternatives have been considered: Paragraph 8 of the CAH Guidance refers to reasonable alternatives. This states that: *The applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored.*

2.25. In this context, it is therefore worth considering whether all reasonable alternatives to compulsory acquisition have been explored. Firstly, one alternative to compulsory acquisition would be to try to reach agreement. The extent to which this had been explored by the Applicant has been addressed earlier in the submissions.

2.26. As far as modifications to the scheme are concerned, the Applicant has said that alternative options have been considered, but this is not the Fischels' experience. Early on during consultation, nearly 4 years ago, the Fischels asked the Applicant to move the cable corridor further south, to follow the line of Spithandle Lane more closely and, preferably, to carry on further east before turning north. This would have crossed the B2135 further south than is currently shown. This would have solved a number of issues:

2.26.1. It would have minimised the severance of Sweethill Farm as the current proposed cable route will leave several severed areas of land towards the south and east of the fields adjoining Spithandle Lane and the B2135 respectively.

2.26.2. It would have also reduced the land required for access and for the cable route to turn northwards, avoided abutting the Ancient Woodland on Sweethill Farm and avoided the need for a trenchless crossing of the B2135 at an area which is prone to flooding with a confluence of tributaries feeding into the River Adur.

2.27. The disadvantage of this route is that it would have required the Applicant to engage with several more landowners due to smaller landholdings on the eastern side of the B2135.

2.28. The Fischels have been told that the alternative that they proposed was not suitable, and that the DCO route is better, but it is not clear why. The Applicant has provided nothing to show that it has explored the alternative proposed by the Fischels in the letter of November 2022, an alternative that is not just reasonable but is also less harmful than the DCO route in (as far as we can tell) almost every way but one.

2.29. To meet the first limb of the test itself in section 122, the Applicant must show that the land is required for the development to which the development consent relates. The CAH Guidance states at paragraph 11 that for that test to be met, the Secretary of State will need to be satisfied that the land to be acquired is no more than is reasonably required for the purposes of the development.

2.30. At Friday's CAH, the Applicant explained their justification for the land take. The Applicant's Statement of Reasons explains its approach to exercise of its compulsory acquisition powers (the most recent version of which appears to be the version the Applicant submitted in August 2023, [APP-021]):

2.30.1. At paragraph 9.11.8 of the SoR the Applicant submitted in August 2023, [APP-021], the Applicant states "*it is currently envisaged that construction works (which will generally require a working corridor of 40m but may require a wider working corridor at crossing points, [e.g. for] trenchless installation)*".

2.30.2. Paragraph 9.11.9 then states "*The typical corridor over which the permanent rights and the restrictive covenant will be sought is likely to be 20m, but this may vary according to local conditions. A maximum value of 25m (excluding HDD crossing locations) has been assessed as a reasonable worst case scenario*."

2.31. Despite this suggestion that 40m is expected to be needed, sheet 26 of the Onshore Land Plans [APP-007] shows a cable corridor of approximately 70m across Sweethill Farm - as the Examining Authority saw for themselves at the Site Inspection. That is, as has been demonstrated, considerably more flexibility than is required at other sites along the route. It is not clear why the red line boundary is approximately 70m for Sweethill Farm, and why the usual 40m is not sufficient on this site. There is not a trenchless crossing across the whole site.

2.32. In its first written questions, the Examining Authority asked the Applicant to provide justification of each section where the 40m cable corridor is exceeded (LR1.9). The question was also asked again last Friday. It still does not seem that the Applicant can give any more specific explanation for this site other than the response it gave in response to those questions at [REP3-010], i.e. that flexibility is required at this stage, and more detail about specific cable route will be identified during specific site investigations.

2.33. Detailed design comes later, and some flexibility is required. However, the Applicant has not undertaken a sufficient level of design work: for Examining Authority, the location where the Applicant has proposed trenchless crossing TC21 [as shown for Examining Authority in REP3-024 – Outline Code of Construction Practice] – is right on top of a hillock, and in the one location that is not flat. It is also right next to a pond. When engineers for the Applicant visited Sweethill Farm, some years ago, the engineer expressed surprise at the location proposed for the trenchless crossing. As soon as detailed site investigations are undertaken it seems likely that the Applicant will understand it is not a workable location for a trenchless crossing.

2.34. [redacted] noted appreciation for the panel's suggestion earlier of making amendment to Article 25 and preferably Article 7 of relinquishing powers over the remaining land once further detailed design has been carried out. It was explained that this should be on the face of the Order and while that would go some way to help, this does not resolve the fundamental issues of more land being taken than is required at this stage.

Severance

2.35. [redacted] explained that not only is the area wider than is needed, the Applicant's compulsory acquisition powers needlessly severs the Fischels' land and leaves severed slivers of the field at both the southern and eastern sides. That approach is not consistent with the Applicant's commitment in C-67 of the Commitments Register [APP-254], which indicates that the onshore cable route is likely to be routed to closely follow the line of existing field boundaries as far as is practicable. With the current red line boundary where it is, the Applicant can place the cable right up against the Ancient Woodland. It must be practicable to go closer to the field boundary than that.

Buffer for the Ancient Woodland

2.36. On the subject of ancient woodland, [redacted] referred to Chapter 22 of the Environmental Statement at paragraph 22.9.55 [APP-063], which states that: "*all ground works will be restricted to areas in excess of 25m from the edge of Ancient Woodland.*" This commitment is reflected in the Commitments Register at C-216: "*All ancient woodland will be retained with a stand-off of a minimum of 25m from any surface construction works.*"

2.37. The draft DCO provides for works to be carried right up to the boundary of Lowerbarn Wood, an Ancient Woodland on Sweethill Farm: there is no gap between the red line boundary and the edge of Lowerbarn Wood (Sheet 26 - [APP-007]). The red line boundary also passes very close to the north-eastern corner of Lowerbarn Wood.

2.38. Section 122(2) of the Planning Act 2008 requires the Secretary of State to be satisfied that the area subject to compulsory acquisition is no more than is reasonably required for the purposes of the development, before they can authorise compulsory acquisition under the dDCO. The Secretary of State cannot be satisfied that the area within the red line boundary on Sweethill Farm is no more than is reasonably required, because the Applicant itself says that even at this stage not all of that area is required and that a 25 metre buffer should be provided for in relation to any Ancient Woodland. The red line boundary should not be as close to that area of the woodland, and we do not believe that compulsory acquisition that close to the woodland can be justified.

2.39. [redacted] noted that the Applicant may argue that this site is a particularly difficult one and so needs more land take. If this is the case, then why did the Applicant not pursue the alternative suggested by the Fischels and turn northwards to the east of the B2135 instead of over the Fischels' land?

2.40. The Applicant has made the statement – both it its response to the Examining Authority's 1st Written Questions and on Friday that:

> "*All of the land subject to compulsory acquisition powers is necessary to construct, operate, protect and maintain the scheme and the extent of land within the Order Land is proportionate and is no more than is reasonably necessary*."

2.41. The Applicant has not sufficiently considered alternatives, and they are compensating for a lack of site investigation and poor route choice by maximising the area over which they propose to exercise compulsory acquisition powers. This limb of the test in section 122 is not met: the Applicant cannot demonstrate that all the land for which compulsory acquisition powers are sought in the DCO in relation to Sweethill Farm is required.

2.42. In addition to establishing the purpose for which compulsory acquisition is sought, section 122 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for the land to be acquired compulsorily. As [redacted] (counsel for Wiston Estate) had explained this test, it was not repeated.

2.43. The Applicant has not demonstrated that all of the land within Sweethill farm is necessary for the purposes of the Scheme, and there are clearly less harmful alternatives which the Fischels have proposed – which take less land, avoid ancient woodland, avoid flooding issues –and the Applicant has failed to give adequate reasons why it has dismissed them.

2.44. [redacted] referred to the Applicant's earlier submission that:

> "*It is appropriate to include CA powers where it is not practicable to acquire land by agreement*."

2.45. The "not practicable" comment is important here - that is reserved for matters where consistent and constructive engagement throughout the process has been unfruitful. This does not apply

here. The Applicant has not engaged with this process in a meaningful way and its approach to negotiation is "accept this low level of commercial compensation or we will not discuss an agreement".

2.46. It is not appropriate to include compulsory acquisition powers, because no meaningful attempt has been made to acquire land by agreement. There is no compelling case in the public interest.

2.47. The Panel's attention was drawn to the following passage in the CAH Guidance (at paragraph 16):

> "*There may be circumstances where the Secretary of State could reasonably justify granting development consent for a project but decide against including in an order the provisions authorising the compulsory acquisition of the land*".

2.48. [redacted] explained that this is clearly a circumstance in which it is open to the Secretary of State to decide to remove all or some of the proposed compulsory acquisition provisions from the DCO.

2.49. The Fischels' request to the Applicant is as follows:

a) to provide a clear, legally binding commitment from the Applicant to narrow the cable corridor and to place it as far to the South and East of their land, so that it hugs the existing field boundary, minimises severance, and goes no closer to the Ancient Woodland on their farm than is necessary.

b) Secondly, that the Applicant engages with the Fischels' advisers so as to give that commitment in the form of legal agreement, without compensation having to be agreed first. The engagement will need to involve land agents and lawyers from both sides, because professional advice will be required to ensure a binding agreement is reached, and it should include an undertaking from the Applicant to pay the Fischels' legal and land agent fees.

2.50. From the Examining Authority, the Fischels would ask that it monitors closely the extent to which further engagement is constructive and productive and that, if agreements are not reached, that

it considers whether it would be appropriate to recommend the removal of any of the compulsory acquisition powers from the DCO.

3. Post-hearing submissions

3.1. The Applicant responded to the Fischels' submissions at CAH1. Given the length of the Applicant's response and the remaining time available for the day's hearing, [redacted] responded only to the key points and committed to providing a fuller response in writing at Deadline 4, provided here. The Applicant's response was categorised into three parts: alternatives, compulsory acquisition, and engagement.

3.2. Unfortunately, the Applicant's response did not provide the Fischels with any assurance that (a) engagement will improve or (b) that the land taken over Sweethill Farm is no more than reasonably necessary, and that the Ancient Woodland on the Farm will be afforded sufficient protection. Rather, the Applicant continued to rehearse the same response that it has throughout the examination, and continued to fail to provide sufficient detail or respond to the specific points raised.

3.3. To that end, the Fischels stand by their position set out in earlier submissions and during the CAH1, as set out above. The Fischels do wish to respond to the following specific points made by the Applicant in response:

3.3.1. In seeking to justify why the cable corridor goes so closely to the Ancient Woodland, the Applicant stated that there might be other activities in the construction of the onshore cable route of which the Applicant has no detail on as to why that might be immediately required; the Applicant simply cannot threaten to endanger Ancient Woodland because it hasn't done a sufficient enough assessment at this stage – that is not a justification for ignoring the 25 metre buffer that is otherwise required.

3.3.2. The same response goes for the Applicant's comment that reducing the wider order limits could impede the implementation of optimal construction design; land owners should not face the risk of losing their land/having their land severed because the Applicant has not yet had sufficient assessments done. The test in section 122 that the land subject to compulsory acquisition powers is "no more than is reasonably

necessary" – which requires exactly those types of assessments to have been carried out before someone's land is compulsorily acquired.

3.3.3. In relation to engagement, the Applicant stated that it has put forward a suitable cable route to alleviate the Fischels concerns; it is not clear which route is referred to here. As will be clear to the Examining Authority, the Fischels concerns are far from alleviated. We describe at paragraph 2.17 how it took the Applicant 11 months to respond to the Fischels' letter concerning the route, and that the Applicant's response came after the application had been made, limiting opportunities for the Fischels to input into the route alignment. The Applicant stated at CAH1 that engagement has stepped up since it made the application: it is correct that meetings and emails have been more frequent than before the application was made, but we note to the Examining Authority that the parties are still a long way from agreeing any legal commitment. Given the Applicant's response at CAH1, it is worth setting out for the record an outline of the engagement that has occurred with the Applicant since the beginning of April 2024 in relation to the plans that the Applicant has provided the Fischels with (noting that the April communication was also included in the Fischels' Deadline 3 submission [REP3-132]):

a) **3 April 2024:** the Fischels met with a representative of the Applicant and an agent for the Applicant on Sweethill Farm, where they had the opportunity to show the Applicant and the agent the areas of concern. At the site visit, the agent showed the Fischels a revised "work in progress" indicative route of where the cable route could be moved to. This was presented to the Fischels as an "indicative work in progress" plan; the Fischels made clear that they would require the plan to be legally binding before it could go any way towards addressing their concerns – and they thought the agent for the Applicant understood that position.

b) **22 April 2024:** the Applicant emailed the Fischels and stated that the plan that was presented at the site visit was indicative only, and the corridor [on the plan the Fischels were shown at the site visit] "is highly likely to change" and does not represent the Applicant's preferred route.

c) **2 May 2024:** the agent for the Applicant emailed the Fischels a marked-up plan that marked the alternative route that is a variation of "Option A" (the orange route on the plan that had already been assessed). The agent for the Applicant asked the Fischels to confirm whether the green line which she had added for illustration correctly represented the more southerly exit across the B2135 which was discussed at the site visit on 3 April 2024 (i.e. the plan that the Applicant had stated it would provide a month earlier).

d) **8 May 2024:** the Applicant emailed the Fischels with another, different plan, and noting that they had not had a response to the plan provided shortly before the bank holiday weekend a matter of days before. It was not clear how this plan was any different to the most recent plan that the Applicant had filed in the examination.

e) **10 May 2024:** the Fischels asked the Applicant to clarify the differences between the 2nd and 8th May plans.

f) **12 May 2024**: The Applicant emailed the Fischels and clarified that the only difference to the plan provided by email on 8 May 2024 was a text box that had been added to the plan stating "*Cable sited as far south as practicable within DCO red line subject to environmental and engineering requirements*". We note that an inset describing a cable location on a draft plan is not a commitment. This should be contrasted with what the Applicant stated at CAH1, namely that that *"we are staying to the right hand side with the redline boundary to give us the flexibility in this corridor, to also maintain the required standoff to the ancient woodland as per commitment C-216 as well*." It could well be the Applicant's *intent* to stick to the right hand boundary, in which case that is positive news and we would like to see a written commitment to that effect. However, it is certainly not correct for the Applicant to give the Examining Authority the impression that, as matters stand, it is what the Applicant has agreed to do.

g) **18 May 2024:** after the first part of the CAH1 hearing on Friday 17 May, the Applicant emailed the Fischels to state that they would be willing to further discussions on the documents "*once the commercial offer (i.e the cable payment) and plan is agreed".* or, alternatively, that legal advice could be taken but only in connection with priority areas of concern in the key heads of terms,

and that that would also be subject to agreement of the commercial offer. As put forward in the Fischels' submissions at CAH1, the carrying out of negotiations on a DCO should not be blocked by the lack of an agreement as to compensation.

3.3.4. As will be clear from the above, the plans that the Applicant has provided the Fischels with do not address nor alleviate their concerns. In relation to the comment that the Applicant has recently offered a commitment to the Fischels to locate the cable as far south as practicable, taking into account environmental and engineering requirements; as has been reiterated at every occasion by the Fischels, a text box on an interim plan is not sufficient: to resolve the Fischels' concerns. They would require a legally binding commitment from the Applicant to do what it said it would do at CAH1, namely stay to the right hand boundary. Further, the caveat noted on the plan "taking into account environmental and engineering requirements" is very broad, and provides the Applicant with so much discretion as to render the commitment ineffective. Put another way, there is simply no commitment from the Applicant in existence to address the Fischels' concerns about where the cable corridor is.

3.3.5. In relation to the Applicant's comments that the Fischels have a land agent who could provide detailed engagement on terms of an offer, plans and key terms; that is of course correct, but a land agent cannot provide legal advice, and what the Applicant is suggesting is for affected persons (such as the Fischels) to sign legal documents without legal advice.

3.3.6. In relation to the Applicant's comments that the site specified need for flexibility was addressed in its Deadline 2 submission [REP2-028], Applicant's Response to Affected Parties' Written Representations: the Fischels have already responded to this in quite some detail in section 4 of their Deadline 3 submission [REP-132].

3.3.7. As to the Applicant's comments regarding the NSIP being undeliverable if the compulsory acquisition rights over the Fischels' land are removed from the dDCO, that is not correct: the Applicant could still acquire the necessary rights by agreement. That is what the Applicant should be attempting to do throughout the DCO process. It is rare, but not unheard of for a DCO to be made without compulsory powers: as set out in paragraph 2.47 above, the CAH Guidance states that "There may be circumstances

where the Secretary of State could reasonably justify granting development consent for a project but decide against including in an order the provisions authorising the compulsory acquisition of the land". It is worth also drawing the Examining Authority's attention to a recent Compulsory Purchase Order decision in 2022 in which the Inspector refused to grant the compulsory purchase powers on the basis that there was no meaningful attempt by the Applicant to negotiate with affected parties; paragraph 376 of that decision states:[1]

> **The efforts to acquire the CPO lands by private treaty have also been largely ineffective**. Claims are made by objectors that the financial offers have not been market value, and it is the shopping centre that has failed, not the surrounding businesses on Ripple Road and Station Parade. There have also been **limited efforts** to relocate those affected by the CPO to date. A 'not before' date has been absent and this has resulted in those subjected to the CPO unable to fulfil business plans, **living in limbo for a long period of time**. **Full information was also not provided at the outset** and there was no clearly specified case manager.

3.3.8. We have bolded in the text above the matters that appear analogous to the current situation, While decided under the different legal framework, the principles are the same here in relation to compulsory purchase: submissions at the hearing alongside the updates in the Land Rights Tracker make clear that discussions with affected parties are ineffective, the Applicant is making minimal effort to address parties' concerns, and those subject to compulsory acquisition powers under the draft Development Consent Order (dDCO) are expected to wait in a state of limbo until the Applicant carries out its assessments to determine exactly how much land it really does need for the scheme.

3.4. Finally, it is noted that since the close of the CAH1, the Applicant has not made any contact with the Fischels to address the matters raised, even though Mr Fischel spoke to a representative of the Applicant immediately after the CAH and despite the clear and strong indication from the Examining Authority that it should do so.

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[1] The London Borough of Barking and Dagenham Council (Vicarage Field and surrounding land) Compulsory Purchase Order 2021, Case Ref: APP/PCU/CPOP/Z5060/3278231, dated 4 October 2022.