



Trawsgrifiad Gwrandawriad

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Grandawriad:	Gwrandawriad Caffael Gorfodol 2 (CAH2) - Rhan 2
Dyddiad:	11 Rhagfyr 2024

Sylwer: Bwriad y ddogfen hon yw i gynorthwyo Partion â Buddiant, nid yw'n air am air.

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Hearing Transcript

Project:	Mona Offshore Wind Farm
Hearing:	Compulsory Acquisition Hearing 2 (CAH2) – Part 2
Date:	11 December 2024

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FULL TRANSCRIPT (with timecode)

00:00:02:28 - 00:00:33:10

I'd like to resume this compulsory acquisition hearing. Um, we're still on agenda item four, and I'm going to turn to the request by Jay Bradburn Price and Co to speak on behalf of GL Evans and Sons. Before I launch into that, can I just check that that Miss Griffiths is back with us after the adjournment? Yes you are. Thanks, Gran.

00:00:33:12 - 00:00:39:02

Thank you. And I, I'm assuming that the applicant is here as well. Yes.

00:00:40:04 - 00:00:41:20

Oh, Mr. Hugh Evans is with me.

00:00:42:01 - 00:01:32:16

Hello, Mr.. That's great. I'll. I'll start then with the the little summary, the way I have with the previous participants since the first compulsory acquisition hearing on the accompanied site. Inspection to GL Evans and Sons Farm. The applicant made an associated submission at paragraph 27 of its hearing summary of CA h1, and that was rep for 033. It responded to your um ex Q1 responses and its rep for 070 under answered the examining authority's further written question relating to the proposed extent of horizontal directional drilling as it would affect your client's holding.

00:01:32:18 - 00:01:36:23

And that was part of Reb 500.

00:01:38:23 - 00:02:02:07

Script. Your initial notification of your intention to speak today didn't give any detail on the issues you want to raise. However, you subsequently made an additional submission that came in after close of play on Friday evening. It was published on The national infrastructure website yesterday morning,

00:02:04:06 - 00:02:50:05

the applicant was engaged in an all day issue specific hearing and it may understandably not be aware of that submission, let alone have had the chance to consider its contents. So if you just bear that in mind when you're making your submissions today, this group is just to to kick off and it's deadline five land Rights tracker. And that was rep 5085. The applicant said that it had chased the land interest representative of shiitake to be your good self for an update most recently on the 25th of November,

it's awaiting feedback on the commitments offered to mitigate impacts on the farming business during construction.

00:02:50:15 - 00:03:19:16

The applicants hopeful that this office sorry that this offer will facilitate a voluntary agreement for the right sort. I appreciate that you said in your additional submission that one of the partners in the farming business has been out of the country, but have you yet reverted to the applicant? And if not, when do you envisage that you'd be in a position to do so? So if I could hear from you on that initially, please.

00:03:20:19 - 00:03:34:09

Yeah. Thank you. Um, yeah. No, no, I haven't as yet reverted back to, uh, the applicant. Um, my client, uh, and I will will, uh, endeavor to do so, uh, and we will review and go back next week.

00:03:41:19 - 00:04:05:21

Um, as the same as Griffiths. I'm sure that the the points that you wanted to raise are all encompassed within this two and a half page document. Do you want to just, go through the main points, as I say, for the sake of fairness, given that the applicant might not have had a chance to consider that might not have seen them, let alone have had a chance to consider them, that would be helpful. Thank you. Yeah.

00:04:06:00 - 00:04:18:00

Yeah. I'll summarize opposition and then Mr. Evans could add his comments afterwards. Uh, there's there's been no meaningful negotiations since the last hearing. Both applicant and Clyde's positions remain the same.

00:04:19:19 - 00:04:55:12

Um, as you were, the project has committed to drill a minimum of 650 of the 950 meter length. We are only requesting 450m. Of this, 650m is drilled in a single length and a specific critical area. The plan has been provided with the uh recent submission five uh, confirming this drilling area is my client's main issue for the efficient working of the dairy farm. And thereafter, uh, we hope to achieve a voluntary agreement and finalize heads terms.

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Uh, we have acknowledged that the 450m cannot be derailed due to exceptional

00:05:04:27 - 00:05:06:25

circumstances. We will accept this.

00:05:12:26 - 00:05:15:15

Is at the end of your initial submission?

00:05:15:18 - 00:05:19:04

Yeah, yeah. My client, uh, Mr. Evans, when I speak.

00:05:19:11 - 00:05:21:02

No, I'm Mr. Evans.

00:05:21:18 - 00:05:52:24

Hi. Good afternoon. Um, so whilst we acknowledge the progress that has been made and by ourselves and the applicant, their commitment to, um and their commitment to drill, um, 650m out of the 950 metre length, it's their refusal to commit and drill a specific long length of 450m, and the fact that we haven't been given a satisfactory reason why they will not commit to drill this area.

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And that's what's left our negotiations at the moment at a stalemate. So drilling would have a lesser impact on our farming operation and caused the least disruption, and we would be able to continue to farm the severed land, as this area is also critical to the movement of our herd and their welfare. So our farming system is totally reliant on grazing, and we maximise the output from the grass to ensure the milk our cow is produced is the most efficient it can be, and we have to abide by the conditions written into our milk contract.

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And every year from the 1st of March until the 31st October, we routinely measure the growth of the grass weekly. And in turn, this determines how many cows we can graze on certain parts of the field at different periods of time. But despite our own farming consultant producing a report, we don't feel that the applicant has a sufficient understanding of the way our dairy farm operates. And they also have not heeded our request to speak on their own behalf, an independent farming consultants of their own.

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So drilling would reduce the temporary land take required, which in turn would reduce the number of cows that we would have to sell. And this is our main priority not to have to sell cows to accommodate the loss of grazing and the for sale of cows, the impact of which would not just be for the 1 or 2 years. It would take years to get back to the same place as we are now, and having to rear additional heifers to compensate for the loss of cows would result in a huge reduction in profits to the farm and undermine all the investments and infrastructure we worked so hard to put in place over the years, and would also increase the demand on our time and our labor.

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However, we accept we will have to face disruption to our day to day farming operations while work is being carried out, but we do not accept needless disruption. Um, and in all of our eight face to face meetings with the applicant, as well as having numerous phone calls, we have emphasised the importance of not losing the availability of grazed grass for the cows. So in our opinion, um, this is the best option forward and we would like, um, to make a find a solution and are willing to come to a voluntary agreement if, um, they could at least negotiate this particular drilling of the 450m in one length.

00:08:52:04 - 00:08:52:22

Thank you.

00:08:53:09 - 00:09:05:13

Okay. Thank you, Mr. Abbott. That's very clear as to where you stand as of today. Um, will I ask the applicant, um, for a response to those points, please?

00:09:08:24 - 00:09:40:05

Uh, it's list done on behalf of the applicant. Um, and we're, um, very grateful, um, to, uh, Mr. Lloyd Evans for for making his submissions today. Um, it's clear there has been some some there have been

a number of negotiations between the parties on this and, um, I think, as everybody has agreed, um, that there has been an offer put forward to use trench techniques over 650m of the 950 metre area.

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The, uh, the specific request to drill between two very specific points. I think the first point there is that the applicant's not entirely clear why it's that specific. Uh, distance, that specific 450m in that location that's been required. But in a sense, regardless of that, um, at this point and I think, uh, this has been made clear, but, um, can certainly be the subject of, of we can we can follow it up in our written submissions.

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The applicant at this stage cannot commit to drilling that requested area. Um, detailed design hasn't been undertaken, and there needs to be sufficient flexibility to deliver sections of trench installation in this area. With sections of trenched installation and the overall aim there obviously being to reduce the land take and the impact to the farming business. Um, in terms of the electrical design of the cables that is dictated by the length of cable that are, um, uh, that can be procured.

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And also, uh, is influenced very much by the complex drills that are required. So they're the very long drills that need to be, uh, that need to be brought forward. So we've got the very long the landfall, for example, and the correct word. And it's those, those key, um, uh, as referred to as complex drills combined with the, um, the spacings that are then, um, determined for the sections of cable, um, where the cable, um, jointing bays, um, uh, will go that then determine, um, the length of other drills and the sections of both trenched and trenches.

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So at this point, if the applicant was to commit to that very specific area, it would effectively be dictating the cable specification and location of joint base going outwards from that. Um, and, and at this point, the applicant just isn't in a position to do that. As we've said and made very clear, the applicant is very keen to work to find a solution here. Uh, I think the comment was made by Miss Griffiths that, you know, it's understanding that if we can't commit to that 450m then or if it's not possible, then they understand that's the case.

00:12:08:14 - 00:12:42:08

I think we've explained why it isn't possible to commit to it at this stage, but I think as the applicant's representations have made very clear, it is prepared to commit to that uh, 650 metre drill. It just can't at this stage be committed to in that particular location. I think in the applicant's most recent representations, uh, it has uh, it has made clear as to how it would be doing that through the voluntary agreement and also, um, through the outline construction method statements.

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So I think what, what what we want to get across is, is we're very keen to, to, to come up with, um, with something that works here. It's just committing to that very specific location is not possible at this stage.

00:13:02:00 - 00:13:32:28

Okay. So maybe Miss Dunn, um, as I say, you may not have had a chance to look at the submission that was only posted on the website yesterday. The it suggested that the applicants entrenched in its position with no further scope for negotiation, over and above what's already on the table. It sounds as if what you've just said may be the reason for that perception on the affected parties behalf.

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So, um, just with with. I leave that hanging on the hand. Back to Mrs. Griffiths. And Mr. Lloyd Evans is. Well, yeah.

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Thank you. Uh, Mr. Evans is going to start, uh, and spell out, uh, again, uh, the reasons why this area is critical, uh, and needs to be drilled in a full single length.

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Uh, I suppose, like I stated earlier, um,

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it's it's grazing the, um, the shoulders, if you call them the pieces of land that's not been used by the layout of the land. Um, and on all the run that comes through the farm, um, we could possibly, uh, graze those pieces, um, running along the length of the cable. But on this, this specific, um, 450m we're asking for, we cannot access it with the cows without having to cross, um, the channels that they would, the crossings that they would, um, provide.

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So the importance of this particular block is because they drill underground, we can have the whole field to graze and then this, this in turn, then we'll meet, I mean, a lot less, um, cows being having to solve to accommodate the loss of grazing. That's the main reason, um, it's the severed areas that we can actually get. We we can get to.

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Um. Yeah. I just carry on with, uh, in addition, uh, drilling option understandably would, uh, cause the least disruption. Uh, these cows are grazed out most of the year. So as, uh, Mr. Evans has said, um, they need access to this pasture, uh, in general, uh, by having the, uh, area drilled, uh, it's going to reduce the impact on the farming operations and machinery movement, labor, etc. although it's a concern, there's always a concern over the welfare of these cows.

00:15:34:15 - 00:15:51:27

Um, it's a high health herd. And also that, um, they, uh, being a high health closed herd, they, uh, the replacements can't be bought in. There's also the financial loss from that as well, having to to, um,

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bring these replacements back on, which takes years to bring them back to the position that they've now built up themselves with, uh, with their current herd. And in addition, um, it is. Well, yeah, it is to prevent the forced sale of the cows.

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Just making a note.

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It sounds as, um,

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as a as an objective observer that, um, there's it's not so much an entrenched position on either party's behalf. You've made your position very, very clear in successive submissions and went to the time, the trouble and the expense of the consultants report. That's that's clear. From what I can see, the applicant

00:16:50:09 - 00:17:29:02

is not dismissive of your position and understands your position, but is saying these are the technical reasons why, at this point in time, that we can't commit to that specific 450 metre, um, continuous drill. They're not saying that it won't happen, that it will not happen. Um, but that they can't commit at this stage. And that was very much the focus of the question that was included, um, in the examining authority, Second written questions to understand.

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Look. Why? Why can't this just be agreed upon and and signed off on. So we seem to be an invidious position. I don't think it's an it's a case that one party isn't sympathetic to the other. It's it's just difficult to see a way forward as things stand at present. Um, Miss Staples, are you did you want to commend on that? I yes, yes. You've got handles.

00:18:00:16 - 00:18:35:06

Yeah. From the NFU. I just really want to understand, um, I don't see I don't really understand why they're not being able to commit to it. That direct drilling for 450m, it's still not clear because they can they've committed to other areas along the scheme and they have to commit, you know, they have to be able to direct drill under roads and it doesn't matter what they hit. They will direct drill under a road. So what is it that they're saying they're going to come across that is going to stop them now, being able to commit to that exact 450m which is being requested.

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Okay. Thank you. Thank you, Miss Griffiths. Mr. Evans, anything you want to add on the foot of what Mr. people said before I hand over to the applicant?

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Um, during on during the progress we've made to date, we have offered and put forward that with an exceptional circumstance that we would that we would allow them not to drill that area. They've got all the reasons, all the reasons that have just been just been mentioned. You know, if they are considered exceptional, then, you know, we we have, um, said that, you know, we would accept that as a reason that they can't do it for the reasons they've given.

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We don't think they're exceptional enough. Ah ah ah ah.

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Ah ah ah ah ah ah ah ah ah ah ah okay.

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That's helpful. In this breakfast I'll hand over to the applicant if there's anything that they want to, to add in response to what you've said or what Mr. Apple's chipped in on.

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At least done on behalf of the applicant, I think, madam, you did a very good summary of kind of where the position is at the moment. Um, in terms of, of, uh, where we are, I think the point, um, I would make and I'm not an engineer, um, is that this drill is a long drill. It's not a short drill. So Miss

Staples referred to going under roads. They are short drills. This is this is a long drill at, um, at 450m. And it is, as I've said, the the a length of drill that dictates what other things happen around it effectively in terms of of where the cable joint base can then be in and the next sections of cable and, and um, the applicant is as, as, as has been made very clear, keen to resolve this issue and to accommodate and minimise impact as far as possible.

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But this particular section of the cable cannot dictate the cable procurement for the rest of the cable route, which is effectively, um, what what it could do if we are if the applicant is committing to a 450 metre drill in this specific location. So I think, um, I think I probably agree with you, we've, I think made our position clear from an engineering perspective as to why this is not a it's not a short drill, it's a very long drill. And it will have, uh, implications for other areas of the cable and into the cable procurement and sections of other parts.

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So if the applicant has been very, very clear it is prepared to commit to a long drill in this location. It just has to fit with the other elements of the of the cable design that are brought forward, rather than being something that dictates that cable design.

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Thank you, Miss Dundas. Just if you just stay on. There are two follow ups that I want to ask of you before I admit, Miss Staples. Um, again, I'm not as as set out. I'm not. Not a civil engineer, but just just two things. Um, are are there any other long drills proposed within the development as it stands at present? That's my first question. Um, and, well, I'll leave you to answer that first.

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At least done on behalf of the applicant, that the two long drills. And these are the complex drills that I mentioned at the start that are proposed are the landfall drill, which is the drill. That and somebody will stop me if I go wrong here, but I think comes from effectively offshore. Um, underneath the, uh, beach area, underneath the railway, underneath the road, and then comes out, um, at the Transition Joint Bay location. So that is a long drill. The second long drill is the correct wood drill, uh, which again is a complex and a deep drill.

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And those are the only two long drills, uh, and complex drills that are being proposed. And those drills, because of their engineering complexity, cost, etc., are drills that will dictate, um, how the, the, the kind of the, the cable design is done because they are essential in order to, uh, in order to cross beneath those obstacles.

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So when when it comes to, um, the procurement and the detailed Design the um the the the brief for the parameters that would be set out for the contractor. Am I right? And sane would stipulate those two long drills as part of the, um, the brief for the contract that they're given? Would that be correct?

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Phil Williamson, on behalf of the applicant. Um, that is correct, Mr. Corsi, that, uh, that the, um, electrical design is stipulated as part of the the appointment of the supply chain for those two locations. Um, it's also accepted within the project that the landfall transition joint Bay and the long drill associated with it is in close proximity to the grit kill drill. And so we know roughly what the

distance and therefore the length would be of those cables between the transmission joint bay and the drill that will go beneath Greg Hill.

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So there is a shortish, um, section of the onshore cable route, which we know will be controlled by the electrical design. And there isn't really a lot of flexibility, but that from that point onwards, we retain that electrical design flexibility all the way through to the substation. And that is, is key to um, obviously the design and detailed design of the project.

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Mr. Williamson again, I'm, I'm genuinely trying to, to, um, probe probe this rather than, um, score cheap points is the reason that um, is it for commercial given that there are two long drills stipulated, would it be for commercial reasons that the applicant doesn't want to, uh, reduce that flexibility in the electrical design?

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Phil Williamson on behalf of the applicant. It is not commercial reasons, its implementation and feasibility reasons. Um, we've indicated we've provided indicative lengths between joint base uh, for the purposes of the, of the application. Uh, those that that range is identified within the project description. Um, and that gives us an idea of what the electrical design will be. Um, but obviously when it comes down to ground conditions, thermal resistivity, um, all of the sort of electrical factoring decisions and design that has to be undertaken at the detailed design stage, those lengths will vary, and the project cannot be held to putting joint, base or or trench techniques in specific locations, which would have implications for the overall electrical design of the onshore cable route.

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So just just picking up on what you've said, is it, um, is it a simplistic proposition to suggest that the the contractor could procure drum roll cabling to suit the scope of works defined defined by the client.

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Paul Carter on behalf of the applicant. This isn't purely around procurement of cabling. It's also about. And I'm not an electrical engineer and we haven't got one in the room with us, but it's about providing an electrical system that works and operates as it should. And that does require some sort of balancing of of lengths, distances between joint bays. You can't just have random allocations of um, distances between joint base. So therefore your your cable route is tethered at two ends.

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One is the transition joint bay where the offshore cables meet, the onshore cables where the onshore cables start. And the other end is the substation itself. Those are the two sort of tether points. And in between you have to look at a variety of factors that will influence the electrical design between them. Some of that is the availability of cable lengths from the same manufacturers, and the length of cable you can fit on a drum that can be delivered, but some of that is also the number of joint bays that you can fit along the route, the spacing of those joint bays, and trying to get some adequate spacing between them, and a sort of standardization of spacing between them so that you can have a design that that that works well and is efficient.

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And so so therefore that's why we need as much flexibility as possible. We will obviously be factoring in the length of drills where we can't have cable, uh, joint bays where we've got HDDs or other trenched crossings along the route, but where those are short, that provides a relatively small

constraint. If in the middle of the route, we have a very long trail, such as 450m, that would provide a very difficult constraint for us to manage around. So therefore it's very, very difficult for us to make a commitment to that without it affecting the delivery of the electrical system, not just from a commercial point of view, but also from an efficiency of system point of view.

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So it's it's, um, it's not just dependent. Mr. Carter then on on the ground, the the ground investigations in that area, it sounds a more, uh, complicated, uh, set of considerations than just any 1 or 2, uh, particular issues. Sorry. This is this is civil engineering for for edits. Uh, just to to help me understand what's what what the particular issue is.

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Uh, that's a good that's a good summary of it. I think there are a number of issues that, that, that, um, will be influencing our electrical design that includes things that influence the civils symbols aspect of it, like you say in terms of grand conditions. But there are also considerations about electrical design in a more, I guess, theoretical manner in terms of how a system operates efficiently and effectively. And like I say, I'm not an electrical engineer and I probably haven't described that very well. And it's perhaps something that we can explain in more detail in a response to deadline six.

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But but it's certainly a relevant point as to the constraints as to the overall final design that we don't have the information for at the moment, and we haven't done that final design to be able to say that we could commit to exactly what's being requested here.

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Thank you, Mr. Carter. Mr. Anderson, that's that's advanced my understanding. Um, Miss Staples, I'm going to let you come back in, and then we've got somebody at venue Comrie, and then I've come back, obviously, to Miss Griffiths and Mr. Evans. Miss staples, please.

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Uh. Thank you. Louis Staples for the NFU and for representing the member. Um.

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yeah. My my point. Sorry. I understand that they need flexibility, but I don't see why they couldn't set it to the contractors that this would be a set requirement for that direct drill in that area, and that they they could do their design work now to make sure that they can work around that. And yes, it might end up costing more because they could end up needing another jointing pit, or they have to cut a cable short. So to avoid it, they obviously won't want to do that because that will cost money. So the financials definitely are part of what will be driving them.

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I, I believe to say that they cannot commit at the moment to do this. Thank you.

00:30:42:03 - 00:30:47:18

Thank you, Miss Staples. And then newcomer has a hand up. Do you want to join us, please?

00:30:51:15 - 00:30:58:26

Hello? It's, uh, Rebecca face. Um, affected by this? Um, I do fully appreciate that. I have no knowledge.

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Of.

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This gentleman's land and what the overall issues are requiring that. I would just like to interject just a general point after a previous hearing where. I had a conversation with the engineer for the applicant and it was stated that cables, all of the cables. But what was my belief that it was that all of the cables are custom made to length, given the curvature left and right, up and down, in and out of various things, that there is no such thing as standard for a cable.

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Every single cable will be specifically manufactured for its own distance. Um, so I'm in listening to the discussion. I'm kind of in two minds whether I've been given the correct information now or not as regards how it affects, uh, my end of the line. If you're like, thank you.

00:31:55:15 - 00:32:03:19

Thank you, thank you for that Not.. Um. I come back then to Mrs. Griffiths and Mr. Evans.

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Just start by saying them

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initially on the on in our first meeting with them with.com whether the applicants um, they were going to trench the whole um area the whole length and then on the seventh of um, February, um, 2024, it was them themselves that came up with the, with the option of drilling, but they stated they could drill the hole of the whole length from start to finish. Now, we did question the representative at the time in the meeting.

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Was that possible? And we were assured it was possible. There was no, um, yeah, it could be done. And so that raised, um, our hopes and then that opened the door then for further communication with them to allow them to come on and do, um, drilling and surveys to see if it was possible. And on the 31st of May, 2023, we I physically walked two options of the lines with LA called Janet Loic, Matt Woodcock and Andrew Green, and they were the surveyors, I gather, doing the line.

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And then when we came to a 12 week, uh, um, ancient woodland, I asked how they were going to do that and they and they replied, it was easy. They've done it before. They just drill underneath. So when we approach the applicants, um, why they weren't going to do that. Their initial um response was they didn't have an access road to go around the wood. They hadn't made an application for an access road. So we voluntarily agreed in one of the meetings that we would allow them to have an access road so they could drill under that particular woodland.

00:33:57:14 - 00:34:32:29

Now there is a piece, um, they are willing to drill now they, they, they themselves are going to drill. But under this particular field you have two large water mains and you have, um, old mines underneath potential um, mine area. And their intention is to drill under there. The particular part we want them to drill has no obstacles whatsoever. We found the land for 50, 60 years, and we know the layout of the land.

00:34:33:01 - 00:35:06:07

We know the ground conditions. We know where the rocks are. We know where the soft ground is. And this particular land that stretch that we want them to drill. We know for a fact they have done trial holes there, they've done boreholes on it. And we know, um, there is no obstacle on the ground. So this is our main frustration with the applicants and their refusal to do this because we can't understand. Um, there isn't any. But like we have stated, if they start drilling, they hit a major obstacle.

00:35:06:24 - 00:35:40:01

We are willing then for them, right? They can put a a chamber or whatever they need to stop to trench and then commence drilling. Um, we are willing to work with them, but we need some sort of commitments from them that they will at least make an attempt to drill the whole length of 450m. And initially, like I just go back to the statement they made, they could they could potentially drill the whole length, which is 950m.

00:35:40:03 - 00:35:57:28

And at the time they assured us that wouldn't be a problem. And this has been the biggest cause of our dispute with them. Um, they seem to say one thing and then they'll go back and say something different. I'm not sure if Louise wants to come in on that point.

00:35:58:28 - 00:36:19:21

And just let me just correct one item there. Um, what Mr. Evans is saying that that they will start from the top end, um, of, uh, the land that the Evans farm and finish at the bottom end. It is actually 200 zero metres at the start. It wasn't 950. So that just to be corrected.

00:36:21:09 - 00:36:52:15

Okay. Thanks for that. Um, I think I'd like to hear again from the applicant. Um, I'm just something I've been mulling over as I'd been hearing those, um, three submissions, and I appreciate that. On one hand, we've been waving the big stick for the last day and a half about the the limited amount of time that's left before the end of the examination. Um, but I ask this question notwithstanding that,

00:36:54:12 - 00:37:14:18

would there be any scope for getting some sort of preliminary assessment or designed to assess the feasibility of a fixed 650 meter drill length at this stage? So if I can hand over to the applicant on that and any other responses.

00:37:15:25 - 00:37:46:12

That are on behalf of the applicant, um, any consideration of the specifics of cable installation, uh, here would need to be part of our overall design of the system. So we can't just take an individual design of this out of context of the work that needs to be undertaken with our, um, supply chain and cable installation team, and that isn't going to be done in the timeframes that the remainder of the examination or any time soon. So, um.

00:37:46:22 - 00:37:50:11

No, we don't think that's a feasible way forward, unfortunately.

00:37:52:24 - 00:38:22:21

Just floating it, Mr. Carter, because, I mean, as I, as as I've summarized in Miss Dunn acknowledged, um, several minutes back. You know, I've got two, uh, there's a polarized position at this stage, and there doesn't seem to be an awful lot of, of scope for examination. So I'm just, um, throwing ideas out there at present. So that's the reason for that.

00:38:23:07 - 00:39:02:12

Paul Carter, on behalf of the applicant, know that that's appreciated and understood. I think actually, we're not all that far apart in a lot of senses because we we are making some, um, quite significant commitments to undertaking, um, drills in this area to alleviate some of the impacts that have been raised by, by the landowner. We appreciate we are unable to make the specific commitment that's being raised and asked for here. But but we have made commitments that we think will go a long way to alleviate it. And when our detailed design is being done and has been completed, it may well be that the end design does achieve what the landowner is asking for.

00:39:02:14 - 00:39:16:10

It's just that we're not able to make that commitment at the moment because of the detailed design not having been completed and the flexibility that we need to be able to undertake that detailed design once we are further on in the process. Um, post consents.

00:39:17:27 - 00:39:41:28

Again, Mr. Carter clutching at straws, but with the best will in the world to try and and um, further that accommodation. Is there any sort of commitment that could be, um, included with any within any of the the management plans to um.

00:39:44:24 - 00:40:12:04

To to capture that, uh, goodwill on the applicant's behalf that if at all possible, that the 650 meter continuous drill will be, um, will be the the aspiration or the aim. Sorry. That's that's I'm rather, um, stumbling on it, but as I say, it's just trying to think on my feet by way of moving things forward.

00:40:38:24 - 00:40:39:17

Uh, less.

00:40:39:19 - 00:41:19:13

Than on behalf of the applicant. Um, I think we we did state in our Q2, um, responses, which is Q2 616 um Rep 5080. Um, that our view is that that the way to address this is through the voluntary agreement and to provide an update to the outline construction method statement, uh, in respect of the the design, um, in this location, this crossing, uh, or this, this section of, of trench lease installation, um, would also, if it hasn't been already be added to the crossing schedule.

00:41:19:15 - 00:41:38:08

So there is a there will be again, although the specific location can't be committed to at this stage, the commitment to that trench less trench cable installation in this area would be if it hasn't been already included within the, uh, within the crossing schedule?

00:41:38:12 - 00:41:38:27

Yes.

00:41:39:09 - 00:42:11:05

It is in the crossing schedule. I understand somebody saying so. It's been added to the crossing schedule for deadline five. And the response, as I said to Q two, 616 is that it would also be added to the outline construction method statements. So in terms of it being acknowledged as being an area where, um, there would be trench less installation of of the cables that is secured through that point. Uh, and then how that is then done is, is obviously part of the detailed design.

00:42:11:07 - 00:42:25:21

So I think insofar as those commitments can be made at this point, they have been into those documents. Um, and um, and, and exactly how that process would work would then be through the voluntary agreement. Uh, that's in place.

00:42:27:00 - 00:42:57:02

Thank you, Miss Dunn. That's useful just before, um, I invite the the two parties who are on screen to make any comments. Um, I'm going to have to move away from this quickly. I know that nobody's going to to go home happy today as a result of what they've heard. But, um, the purpose is to to make sure that the examining authority knows the respective positions and has probed as far as we can.

00:42:57:06 - 00:43:12:12

And I can't see that there's an awful lot further that we can can take at today, despite the best will in the world. So I'll go initially to Miss Staples, and then I'll finish off with Mrs. Griffiths and Mr. Evans. Miss staples.

00:43:14:09 - 00:43:49:18

Uh. Thank you. Yes. Louis Staples for the NFU. I'm not really sure I would have to look at the crossing schedule, because I don't understand what that guarantees, and I would like to understand that more. Um, then secondly, I suppose I'm just raising an issue that we're having a slight stumbling block. It's it's on on the voluntary agreement because we've got to where we've got to on the voluntary agreement and nothing else is being offered because we're just being told, well, we've offered to do 650m, but we can't say that we'll definitely guarantee that that 450 will be done in that area.

00:43:49:20 - 00:44:09:16

And obviously that's what we're wanting to get the specific agreement to. So in one way I want to say yes. Can we have another meeting then next week, could we have another meeting with an engineer from the team? So actually what happens if when we get to doing further design or the applicant gets to doing further design?

00:44:11:12 - 00:44:18:01

How do we understand then or how do we minimise what impacts they might end up doing in that 450m.

00:44:19:23 - 00:44:34:01

Because otherwise we've got no commitment at all and we could end up with that 450 meeting just being trenched, because for some reason we don't know what that is at the moment. So how do we go forward by minimising what the impact is still going to be.

00:44:36:03 - 00:45:06:04

Thank you, Mr. Bush. You've made your position well, you've made your position on behalf of your member very clear. Uh, like yourself, I'll have to go off and have a look at the crossing schedule. And the outline construction method statement is to see how how it relates to this element of the proposed development. Um, certainly if if today can precipitate another meeting that that would sound to be a good way forward.

00:45:06:10 - 00:45:14:05

Um, but of course I can't direct that that should take place. But thank you very much. And then I've come back to, uh.

00:45:14:07 - 00:45:57:15

Sorry, at least on behalf of the applicant, can I just come in on a point? The crossing schedule, um, is the schedule that sets out where the applicant is committing to a particular type of installation, um, for the cables and in particular, wire trench less um installation of cables is being is being proposed. Um, and it is secured through the draft development consent order. So requirements six of the draft development consent order, uh, requirements six four says that trench installation techniques must be used to install the cable ducts, and electrical circuits were identified in the onshore crossing schedule.

00:45:57:17 - 00:46:31:03

So having this identified in the crossing schedule or be at the specific location isn't identified. Having it identified as a trench less installation in the crossing schedule, it is secured through the Draft development consent order exactly in the same way as crossings underneath Network Rail. Grech Wood and others are secured, so there is no there is no greater way of committing to that being a trench less crossing than it being in the crossing schedule, which is secured through the development consent order.

00:46:31:05 - 00:46:34:07

I just thought that might be helpful for people to understand.

00:46:35:02 - 00:46:57:07

Uh, certainly on my behalf. Mr.. That was a very, uh, helpful interjection. And I'm sure it's one that you'll include in your, uh, post hearing note. Um, so thank you for that. Mrs. Griffiths, Mr. Evans is to say, if I can have any final submission. And then I really will have to move on.

00:46:58:08 - 00:46:59:03

Do you want to speak first?

00:46:59:12 - 00:46:59:27

Yeah. Do you think?

00:47:00:05 - 00:47:16:02

Yeah. Um. Uh, we we're looking for a specific 450m to be committed. Um, and I'd just like to say. Yeah, as Louise has mentioned, uh, we can't sign anything without this commitment.

00:47:18:20 - 00:47:20:06

Okay. That's clear.

00:47:21:04 - 00:48:00:02

I'd just like to add. I'd just like to thank you for the opportunity to speak today. Really? And to put our, aim to put our side across. And we are we do want to reach a voluntary agreement. And, um, you know what we asking for? We don't think we are being unreasonable. We we just purely want to protect our, our livelihoods and not have to sell cows to slaughter just to accommodate some, you know, something that really we we honestly feel that they could drill this and, you know, we we think they're just withholding because of cost to them and not maybe regarding the cost to us.

00:48:00:04 - 00:48:02:17

So but thank you again for the opportunity.

00:48:03:01 - 00:48:14:28

Mr. Evans, thank you very much for for your contribution and taking the time to, to join us today. Um, is there anything that the applicant wants to add? And then I, I really am moving on.

00:48:21:02 - 00:48:21:26

At least on on.

00:48:21:28 - 00:48:31:02

Behalf of the applicant. Uh, nothing to add, just that we're very willing to keen, keen and willing to continue these discussions to try and reach a resolution.

00:48:32:05 - 00:49:08:11

Well, thank you for that. Miss Griffiths, Mr. Evans, thanks very much to to both of you. Cheerio. Um, I'll move on then, to Foster's on behalf of the executors of the late Sir David Watkins. Williams, when that I refer to as the Catholic state. And as as I've done with the other participants, I'm just going to do a little memoir of what's happened since the first compulsory acquisition hearing.

00:49:09:13 - 00:49:11:01

Um, just bear with me.

00:49:16:12 - 00:49:31:26

Since that, uh, proceedings on the accompanied site inspection that took in part of the estate for fosters, made a post hearing submission on behalf of the Catholic state that was at rep for one party.

00:49:32:05 - 00:49:32:22

Um. Hold on.

00:49:37:03 - 00:50:08:21

So I think that was a mistake and a rejection rep for 118 and 119, and the applicant included corresponding submissions in its hearing. Summary of the first compulsory acquisition hearing in rep for 033. A deadline for the applicant submitted his response to the captain of state's uh Q1 responses that was in rep for 084 under deadline five, its response to the affected parties deadline for submission.

00:50:08:28 - 00:50:53:06

And that was rep 5066, together with its onshore substation site selection summary note Rep 5071 And a deadline. Five The Katherine Estates submitted its Q2 response wrap 5114 together with its request to attend today's hearing, which is rep 5115. Now, the latter reference included an update on the meeting on the 11th of October, sorry, November, between the Cavanaugh estate and the applicant, and it identified the the estate's outstanding concerns.

00:50:53:08 - 00:51:15:12

Now, before I invite the representatives to speak on those concerns, albeit that it's only three working days since that submission. Have you had any response to your request of the applicant for further details of the offer that was presented on the 8th of November? So whoever wants to speak on that.

00:51:16:21 - 00:51:18:12

Good afternoon. Lucy Tebbutt.

00:51:18:14 - 00:51:18:29

On.

00:51:19:01 - 00:51:19:16

Behalf.

00:51:19:18 - 00:51:52:07

Of the Williams Wynn estate. I'm here with my colleague Celina Wickham. We have had some responses back from the applicant. Um, I do think there's a bit more detail to come from there, if I'm honest. And ultimately there are some further discussions to be had on commercials. Um, we we have not yet reverted on with our comments on the heads of terms yet, but we will endeavour to do so by the end of the week with comments supported by robust market facing comparables.

00:51:57:19 - 00:52:03:13

Thank you for that, Mr. Abbott. Um, I have your, uh,

00:52:05:02 - 00:52:27:03

letter of the the 5th of December, uh, here in front of me. So do you want to go ahead with your submission on the points that you want to talk to today? And as I say, if we could concentrate on it being an update of where we're at, rather than going over, um, old ground, so to speak, that that that would be very useful. Thank you.

00:52:29:24 - 00:53:09:13

Thank you. Lucy Tebbutt, on behalf of the Williams estate. Um, firstly, I want to reiterate that my client is committed to negotiating a voluntary agreement with the applicant and is in favour of renewable projects. Since the previous hearing, we've submitted our script for the first CCA hearing to the applicant and have met with the applicant once to discuss our concerns. Uh, however, our concerns remain. Um, you will appreciate I've become involved slightly later in the examination process, but I do have three observations that I wanted to make the examining authority aware of today.

00:53:11:05 - 00:53:41:07

Firstly, freehold acquisition is not justified or reasonable. My client's land is the proposed onshore substation site, the only above ground infrastructure, 137 acres. That's 55 hectares of their land is included within the DCO boundary. Proposed to be acquired as freehold land. From what I understand, only 20 acres of this are required for the permanent operational substation.

00:53:41:09 - 00:54:17:21

And I would ask the examining authority to question why freehold compulsory acquisition powers should be granted over an entire area where we understand only 15% of it is required for the actual substation. The mitigation land should should not be secured by freehold hold acquisition under the development consent order. In my opinion, it's not reasonable for the applicant to seek powers for freehold acquisition over 50 acres of good agricultural land purely to satisfy the applicant NHB requirements.

00:54:18:13 - 00:54:51:20

Equally, there doesn't seem to have been much consideration about mitigation measures being distributed across the scheme. Therefore, I would urge the examining authority to re-evaluate the applicant's land grab approach over the Kiffin estate. Uh, especially as I understand 85% of the land within the option area is allocated for non-operational use. My client is prepared to work on a leasehold basis with clear justification around land required for the scheme, however.

00:54:53:07 - 00:55:21:09

Secondly, the applicant has not made genuine attempts to negotiate an agreement on reasonable terms. At the first CCA hearing and on the 22nd of October, we requested revised heads of terms on long leasehold Basis. This is industry standard for substations, and I questioned why this was not offered by the applicant at an earlier date to help progress negotiations.

00:55:23:17 - 00:55:47:22

Following various cases, a revised document was sent on the 7th of November. However, the applicant sent this less than one working day prior to the negotiation meeting planned for the 11th of November. This did not leave a reasonable length of time for consideration in order to facilitate a useful negotiation meeting.

00:55:49:11 - 00:56:21:17

The document received also had no area specified within it, indicating that the applicant is still unsure about the area they want within an agreement with my client. To me, this indicates a disorganized and insincere approach to negotiations and a distinct lack of clarity in detail from the applicant. Whilst a meeting was held on the 11th of November, which we appreciated, that opportunity to meet face to face and a number of actions were taken.

00:56:22:11 - 00:56:33:07

The the proposed commercials are not reasonable and they're not benchmarked against comparables, let alone the agreements the estate already has in place on their land.

00:56:35:25 - 00:57:09:27

Lastly, and this is a point that's come up quite, quite a lot, there is an issue of proportionality and insufficient justification for the amount of land within the DCO, subject to potential freehold acquisition. The applicant seems unclear on the amount of land they require. This is evidenced by the recent change request with the late addition of the access track, which has just been consulted upon. Clearly, there's been a lack of due diligence on the land And required, with additions being made ad hoc.

00:57:10:24 - 00:57:44:06

We are concerned that the applicant is therefore requesting CA powers over a disproportionate amount of land, and are still including additional areas at this late stage in the DCO process. Bear with me to conclude, my client is reasonable and has historically negotiated three additional substation agreements on their land. These were agreed by mutual consent under appropriate lease terms with reflective capital payments.

00:57:44:25 - 00:58:01:15

In fact, the agent who currently acts for the applicant was involved with one of these negotiations and therefore they will be aware of the commercial terms that were agreed. How is it that all the past agreements have been successful? But this one has not?

00:58:03:00 - 00:58:19:06

My client is familiar with energy operators and the negotiation process to reach voluntary agreements. However, the applicant still needs to demonstrate they are negotiating with the estate and currently there is little genuine evidence to back this up. Thank you.

00:58:20:05 - 00:59:06:22

Mr. Abbott. Thank you. I've noticed all three of your, um, submissions and your summary just on the issue of compulsory acquisition versus leasehold. There was a lot of discussion on that at the first compulsory acquisition hearing. Um, I know that we're not going to get an accommodation between the parties, but I'm very clear. Ah, the examining authorities is very clear on, um, not just yourselves as an affected party, but the concern about, um, leasehold and voluntary agreements as opposed to compulsory acquisition applied to to more of the effect parties and yourself.

00:59:06:24 - 00:59:51:09

So I'm really not going to have a invite. An awful lot of debate on that today because it's it's not moving the, um, the examining authority's understanding forward. I think that you'll have, uh, taken from what I said when you, um, Tim and earlier, when Mr. Bibby was talking about, uh, the estates tenants, the ones that I appreciated your proportionality point. So what I propose to do, uh, I actually had a question for the applicant that I think I'm going to put to the applicant that crystallizes some of the concerns that you've set out in your second and third points.

00:59:51:20 - 01:00:33:02

Um, we'll get the applicant's response to that and, um, see where we go from there, rather than just invite the applicant at this stage and, and have have back and forth. So it's quite. It's quite a lengthy, um, question. It came from um, it really. One of your previous submissions prompted a question in the Examining Authority, second written questions that was aimed at, um, the applicant about the the land tech for the substation, which the applicant did helpfully respond to.

01:00:33:10 - 01:01:32:29

Um, and it's rap 5066. But my question leading on for that in your response to Foster's D4 submission on behalf of the Katherine estate, you distinguish between the land tech for the proposed substation and that for the Burbank extension and granting more on the basis of the respective development's installed capacity. However, that, to my mind, didn't directly address the estate's point about the magnitude of the differential in the comparative landscape, whereby the other two substations are said to occupy 4.76 and 3.82 acres, respectively, compared to the cited 137 acres of land within the option area, of which over 20 acres is proposed as permanent operational land and a further 37 acres for non operational purposes.

01:01:34:01 - 01:02:11:00

If the comparative differentials don't install capacity alone, then a fuller explanation would be welcome as to how this corresponds with the magnitude of differential intake, and if there are other contributing factors, it would be helpful to identify them so that the Secretary of State will have the evidential basis from which to consider the outstanding pertinent point in applying the test for compulsory acquisition that are set out in section 122 of the 2008 Planning Act.

01:02:12:05 - 01:02:20:21

I know that's a lengthy question and possibly a lot to take in, but can I hand over to the applicant, please, for an initial response, at least.

01:02:21:20 - 01:02:52:02

Until it's done on behalf of the applicant? Um, I suspect, madam, that's something that we would want to take away and respond to in writing. Clearly, we have provided, um, a response to that question. Um, if you are requesting further information, uh, in in regard to that, then, um, that's something that we would need to take away and to pick up with our engineers to be able to provide that more detailed justification, um, which we will do for, uh, deadline six.

01:02:53:05 - 01:03:38:13

That would be very helpful, Miss Dunn. Um, it would be great if we could discuss it today. But, um, I appreciate, um, that. As I say, it's a lengthy question, but to my mind, it goes to the nub of the estate's concerns, and it's a consideration that the examining authorities are really going to have to grapple with in consideration of the legal test. Um, so I think if I'll get the, uh, text of the question, um, reproduced as an action point, and certainly it would be, uh, your, your further consideration and response to deadline six would be very much appreciated.

01:03:39:09 - 01:03:53:06

Mr. Hebert did that rather lengthy question when we got a response to it, whether or not it satisfies you or you agree with it or not, if we get that at deadline six, with that, move things forward from the estates point of view.

01:03:54:24 - 01:04:25:07

Thank you. That would be that would be very helpful. And, uh, yeah, as I've said, I'd like to reiterate, we do want to reach voluntary agreement. That is our aim. Um, but the. That would be fantastic. Thank you. Just to further add, sorry, Selena, on behalf of the estate, um, just to further to add to that, it's the level of, um, requirement is going to have a significant impact on operations, not only for my for our client, it's for the farming concern as well and how that will work long term.

01:04:25:09 - 01:04:56:23

And 55 hectares. I've never seen such a large area. Um, and going back on to the point, um, that um, Ellie Dakin referred to earlier, around 70% of 70% plus of agreements are in place. That might be very well, but when you take into account the level of land that sits on our client's land compared to that 70%, I'd like to know exactly how much land is required under that 70% when you compare it to this, and then really look at how successful they've been in that, um, voluntary agreement process.

01:04:58:03 - 01:05:38:27

Well, I don't think this week. And that's a point that I'll pursue today because, you know, the the examining authority has to look at the objection and the application of the section 122 and 123 of the Planning act on a on an individual basis. So while it's interesting, I don't think it's, it's essential from, from the authorities perspective. What I would if I just may get you to to park your further point a minute. Can I ask of the applicant, um, would there be a possibility, uh, as with, um, the helpful offer and respective of Mr.

01:05:38:29 - 01:06:13:18

Chambers on the hydrological report yesterday that, um, I'm not suggesting that the creating some sort of interim deadline for this question. Would that possibly be a response to the question? Could it be forwarded to Foster's earlier than deadline? Six um, to try and move things on? Uh, I'm not necessarily asking for a commitment today, but if it could be done, I think that would be to everybody's benefit.

01:06:14:02 - 01:06:53:17

List done on behalf of the applicant. We can certainly when that response is prepared, as soon as it's prepared, we could send it directly to Foster's. Um, one thing I would just like to point out, um, which has just been pointed out to me that that 137 acres and we will deal with this in our written, um, response. Um, a significant part of that is actually the cable corridor, not the substation site. Um, so I think as when we respond to this, um, it will be very important, um, to, uh, to be clear as to the amount of land that is the substation site, the amount of land that is required for the cable corridor, because that's different.

01:06:53:19 - 01:07:25:13

And clearly that's where rights are being acquired, not permanent acquisition of land. And the areas that are for um, for landscaping, um, and biodiversity, which um, uh, you will be aware, um, have been are being supported by the local authority and Natural Resources Wales in terms of the proportionality of um, of those areas as are being required. And they have all been set out in the outline landscape and environmental management plan as to why those areas are required.

01:07:25:15 - 01:08:00:06

So we will make sure we pick all of these points up in terms of that, that overall landscape. But it's just being absolutely clear that, um, that the area over which, uh, compulsory acquisition powers, so that the freehold acquisition under the uh, under the DCO. And I do just want to make the point again, I know we talked about it previously, but the reason they are compulsory acquisition powers in the DCO is that is the only way the applicant can secure the necessary duration of rights through the development consent order.

01:08:00:08 - 01:08:39:21

It's not possible to secure a long lease within a within a compulsory no compulsory environment. Um, as is now being discussed, a long leasehold can be done on a voluntary basis. Um, and that certainly the the basis on which discussions for the substation site are carrying on. So I think it will be very important when we come back on this uh, on this question is to be very clear as to what land, um, compulsory acquisition is being sought over, in which areas of land rights only are being sought, uh, and indeed, which are for temporary possession only because they are quite different things in this context.

01:08:40:19 - 01:08:41:04

Miss Donna.

01:08:41:14 - 01:08:42:08

Could I just make.

01:08:42:27 - 01:09:25:19

Can I just make a point. And then I come back to you, Miss Tebbutt. This is to say, I don't want to get into the and bear this in mind as well and just have it. I don't want to get into the compulsory acquisition versus leasehold. I made that clear at the outset. We, we, we've given that, um, a good airing and I'm clear on where the respective parties stand. Um, I think that, um, yes, certainly all those strands that you propose to pull together must be very, very helpful because it could well be that, um, there is, uh, a wealth of information squirreled away in different evidential sources.

01:09:25:21 - 01:09:42:04

And I think for everybody's benefit, not least my own one, I'm coming to to report on the, um, the compulsory acquisition of the land, uh, would be very, very useful. So certainly, as I say, if you could, if that.

01:09:42:13 - 01:09:43:13

Answer it.

01:09:43:28 - 01:09:57:05

If you could forward that to the captain a step before deadline six, that would be very helpful. It doesn't need to come to the inspector before that deadline. So thank you, Mr. Hebert. Any final point?

01:09:58:01 - 01:10:32:25

Um, I suppose I just wanted to say we welcome clarity on what rights you're actually seeking, which I think it's fair to say. It's something we've been repeatedly asking for. Um, receiving a set of heads of terms without an area in it. Um, I've never had that in my life. It was very, very unclear. Secondly, um, we do want to work towards an agreement, but I do question why all the mitigation land needs to be within the freehold acquisition area under the DCO.

01:10:33:24 - 01:10:39:18

Selina, do you have any points? It's my main point that you've just raised, so. Yeah. That's great. Thank you.

01:10:39:20 - 01:11:00:07

Well, I'm sure Miss Dunn this week and Miss Talbert will take those points on board and marshaling the the comprehensive answer to to the question. And, um, yes, let's make this the final push to try and and and move things forward for everybody's benefit.

01:11:01:22 - 01:11:06:12

Can I move on from that? Is there? Yes. Thank you.

01:11:07:19 - 01:11:10:00

Yeah I'm happy for that. Don't worry. Yeah.

01:11:10:11 - 01:11:37:15

That's Grant, thanks very much for everybody Frank. And put on those concerns. So before I conclude agenda item four, um, which was the site specific representations by affected parties, is there anything that the affected parties, the applicant or indeed the examining authority wants to add?

01:11:41:10 - 01:11:45:29

Is it possible? Avian baby from David Smead, property consultant. Is it possible that I.

01:11:46:01 - 01:11:47:15

Can come back in at this stage?

01:11:47:25 - 01:11:53:01

Mr. Bibby, I made the offer earlier so it would be very churlish of me to to refuse now.

01:11:53:25 - 01:11:54:25

Thank you very much.

01:11:54:27 - 01:11:55:16

Okay.

01:11:55:18 - 01:12:29:28

And it's in relation, of course, at this stage in relation to our clients. Um, Jennings Building and Civil Engineering Limited. Um, I thank you for, um, drawing my attention to the, uh, relevant, um, uh, representation made in the written response to, um, uh, that that you refer to, uh, rep 5080. Um, I've had the opportunity to have a look at question 2.6.15, and this is my preliminary concern.

01:12:30:19 - 01:13:26:26

Um, it appears to me, and I'm quite frustrating. Alarmed, really, by the by the response in that the response refers as. As I mentioned earlier, our client's concern is that they don't want, um, because of the cables being so proposed to be so deeply or to be installed, sort of deepened the ground. Our clients cannot understand, and they do not want to agree to rights or restrictive covenants that will prevent the use of this particular land temporarily or permanently, and do not want to have those restrictive covenants that will prevent the rights or the opportunity to redevelop that land if that if if consents were received at a later date.

01:13:27:13 - 01:14:00:12

Now, that particular reference to a to the applicant's response refers to prevent anything to be done by way of excavation of any kind in the land, nor any activities which would alter, increase or decrease ground cover. Now there is, I would have expected the applicants to, with all due respect, to have referred to item two A, which says prevent anything being done in or upon the land, or any part thereof, for the purpose of erecting or any buildings or construction, erection or works of any kind.

01:14:00:23 - 01:14:31:24

So to make clear what we are requesting, please, on behalf of our client is for all items of rights and restrictive covenants that will impact the future. Use temporary and future use of a particular land to be excluded in respect of plot and in particular, and on the permanent basis in respect of platinum BA 02023 and 02024.

01:14:33:03 - 01:14:45:26

So that those are my observations there. I don't think I can be more clear than that, and I am quite frustrated with the applicant's response on this particular aspect.

01:14:47:29 - 01:15:19:00

Mr. Rigby, thank you. I think from memory it you you made your position clear at the first compulsory acquisition hearing, which is why I ask the question. Um, thank you. So but it's it's it's certainly useful to have it on on the to reiterate, for the record, um, does the applicant want to come back at, at this stage or is it something that they want to take away or they feel that they've already answered?

01:15:20:15 - 01:15:22:09

I hear from the applicant place.

01:15:23:04 - 01:15:23:24

At least done.

01:15:23:26 - 01:15:57:26

On behalf of the applicant. Um, uh, appreciate Mr. Bibi's points. It's a shame he didn't have the opportunity to, um, obviously review those earlier. Um, I suggest the best thing is that we, we come back in writing. I mean, these, these, um, these, uh, provisions within the development consent order, both the rights and then the restrictive covenants are have been accepted on a number of, um, of applications as being suitable for, uh, cable rights underneath existing infrastructure, because essentially that is what, uh, that is what the position is here.

01:15:58:05 - 01:16:32:24

Uh, it's clearly open, uh, to Mr. Bibby and to the applicant to agree a voluntary agreement which prescribes exactly how that land would be used in any restrictions. The point is that that for the purposes of the compulsory acquisition, uh, position, uh, the the applicant needs to be in a position

where it can, uh, it can ensure that the cables that are installed, um, underneath, um, the within that, that drill and underneath that existing infrastructure, um, are are protected.

01:16:33:00 - 01:16:44:21

Uh, and that there is no potential, um, for damage to those cables. So I think I'll probably leave it there. Um, and, um, uh, no doubt there'll be further discussions around that one.

01:16:46:27 - 01:17:18:08

Thank you. Well, I think it was useful to have that today because rather than leave Mr. Bibby to make a deadline sex submission, at least the parties at this stage know they may not agree with which with each other's respective positions. But but but they they they know where they're where they stand by way of making further representations going forward. Mr. Bibby, is there anything that we can usefully I think that I don't see that there's anything that we can usefully pursue today.

01:17:18:10 - 01:17:24:20

Now we have the respective positions, but I'll be, um, corrected by you if necessary.

01:17:25:03 - 01:18:07:27

If I can just make, uh, just a further comment if I if I can you you kindly mentioned earlier that the position was made clear after by myself after the compulsory acquisition hearing one. Now this is my frustration with the voluntary document, because the voluntary document that we received do not account for that and do not reflect that. And therefore that's why, um, I was expecting, even though there's been minor alteration to the draft document received, it doesn't address the concerns that we've raised, which is that we do not want provisions in those in that voluntary document that will impact the use of that particular land in the future.

01:18:08:07 - 01:18:49:22

Now, going back to the applicant's, um, representative, his response just a moment ago. Um, yes, I can understand why such rights and restrictive covenants may apply to the vast or maybe acquired along the vast majority of the cable route. But as has been pointed out in this particular instance, the the cables are going to be so deep it won't be practical to be able to access them from my from my understanding and from my clients into standing as they are building and civil engineers to to access and from the surface of the actual land.

01:18:49:24 - 01:19:21:23

So therefore those rights are superfluous, they're not necessary, and the restrictive covenants are not necessary. So all we're asking is for, for from a permanence perspective is plots 02023 and 02024 to be designated separately and to have only the rights that for the that are required for the installation, uh, for the rights to install and for those cables to be used and maintained in the future. Um, and they can be maintained by not accessing from the surface.

01:19:22:09 - 01:19:52:27

So if I can just make just just those final points. Um, and just to make sure that they're on record and that we would be grateful if the applicant could come back to us with a voluntary document which has been amended accordingly. Uh, because otherwise we, we see ourselves wasting time, um, and, um, we need a meaningful response, please, from the applicants in this regard.

01:19:53:24 - 01:20:17:27

Um, and, uh, I'm sorry that I've missed the opportunity to have seen this particular, um, response earlier, and I'm. Thank you. Thank you for for raising it, uh, for my attention. I would like also just to

make one further comments on another payment, um, that I mentioned earlier, but I would ask for your possibly I don't know whether you want to revert to the applicant and the points that I've already made there.

01:20:18:28 - 01:20:21:07

Um, I would, Mr. Bibby, And.

01:20:21:18 - 01:20:23:23

Um, I, I'm.

01:20:23:25 - 01:20:28:19

Not saying that I won't let you revert on an on an earlier. Uh.

01:20:29:18 - 01:20:30:10

It's a very.

01:20:30:12 - 01:20:32:12

Very brief comments. Very, very brief comment.

01:20:32:14 - 01:20:43:05

It's just it's it's a tough forum with a lot still to do on the agenda. And there may be people who haven't had any say rather than to go back. So just bear that in mind.

01:20:43:14 - 01:20:44:24

I appreciate thank you.

01:20:45:14 - 01:20:56:02

Is there anything that the applicant wants to add on that particular point in respect of of what Mr. Bibby said for Jennings building and civil engineering place.

01:20:56:20 - 01:20:57:05

A.

01:20:57:07 - 01:21:34:13

Couple of points list on on behalf of the applicant just to close this off. Um, firstly, um, I think is mistaken. Made clear we had provided some drafting. If that isn't suitable to Mr. Bibby, then we do look forward to, um, him providing uh, that updated drafting that will uh, which will be presumably, um, what he sees to be acceptable in that regard. Um, and the second point is, I think just in respect of we did talk at the early stages about, um, the plots in which, um, uh, the his client, um, does not yet have a registered interest, um, and is seeking registration.

01:21:34:24 - 01:22:05:20

Um, it is, as you know, part of the reason for seeking compulsory acquisition powers across all of the projects is to ensure that any unknown interests are captured by that. And whilst it may well be Mr. Bibi's client's position in respect of, um, uh, the, um, use of that land, clearly, if there are other interests in that land, it is very important that the client they do not impede the client's ability to develop that project. So, um, I just probably end on that point.

01:22:06:27 - 01:22:07:12

Okay.

01:22:08:19 - 01:22:12:17

Mr. Bibby, can I. What what I do is, is.

01:22:14:27 - 01:22:38:00

I want to proceed with the agenda. And when we come to any other business, if there's time left to let you come back in on behalf of one of the two clients that you've already spoken on, I'll do that at that stage. Um, but we were closing down agenda item four, and I think given the constraints on time, that I really do need to move on.

01:22:38:13 - 01:22:40:04

I fully understand. Thank you. Okay.

01:22:40:06 - 01:22:58:16

Thank you, Mr. Bibby. That's very kind. So I am going to close on, uh, a agenda item for, for present, um, and hand over to Mrs. Jones for agenda item five that relates to statutory undertakers. Thank you.

01:23:00:23 - 01:23:03:00

Thanks, Mr. Costa. Yes, we'll go to.

01:23:03:02 - 01:23:37:02

Item five now. We have spoken a little bit on this already today. Um, earlier this morning we spoke on protective, uh, provisions. Um, I don't need the applicant to repeat anything that they've already said. Um, but I think I'm right in understanding that from what you did say this morning, um, from your perspective, the only, um, outstanding object objection and unresolved agreements are with National Grid, albeit that the examining authority haven't actually had confirmation from SP, Manweb or Network Rail yet.

01:23:37:06 - 01:23:40:06

Am I correct in that? And if you're hiding there on behalf.

01:23:40:08 - 01:23:41:01

Of the applicant.

01:23:41:06 - 01:23:42:13

Yes. Although we would note.

01:23:42:15 - 01:23:47:07

That we also in discussions with our more as well with regards to a set of protective provisions.

01:23:47:09 - 01:24:03:15

Yeah, yeah. I'll come to our in a moment. So you were going to run through um the, the issues that you are having with protective provisions with National Grid or the signed agreements position as well with us this morning. Do you want to take the opportunity to do that now, please.

01:24:04:08 - 01:24:37:17

Olivia Henninger, on behalf of the applicant. So with respect to National Grid, the parties are in ongoing discussions with the, uh, regarding the protective provisions and a supplemental side agreement, since the last set of hearings, good progress has been made, and there is a commitment on both sides to cooperate and reach an agreed position. There are ongoing discussions, um, which have

been taking place since deadline five, and a further meeting has been arranged for the 17th of December. So it's hoped that that that good progress will continue to be made before the close of examination.

01:24:38:11 - 01:24:56:19

Uh, National Grid has returned some additional comments on the draft protective provisions to the applicant, which have been very well received, and demonstrate that good progress is being made. Uh, as highlighted earlier, we have already aligned some of the drafting in our DCO, and we hope to be able to to further align that position in line with those discussions.

01:24:58:09 - 01:25:31:09

The applicant accepts that where there are interactions with regards to the um Moana development works and the extension to the national grid for the wooden substation, that there should be appropriate controls placed on the works. For example, agreeing working arrangements to enable both parties to work simultaneously in a safe manner. The applicant acknowledges that the extension is necessary for Mona to be able to connect into the substation, so of course, it is in very much in our interest to cooperate and collaborate with National Grid on that matter.

01:25:32:10 - 01:25:57:00

At this stage, the applicant considers that the protective provisions within the Draft Development Consent Order, although not National Grid's preferred set, will provide adequate protection for them, and as a result, there would be no serious detriment with regards to the section 127 test under the Planning Act. Nonetheless, we are continuing to engage with National Grid and as I said, it certainly hopes that a great position will be reached before the end of examination.

01:25:59:09 - 01:26:42:00

Thank you. That's, uh, that that's really good to hear. Um, not to repeat myself this morning. If you if you don't obviously get to that agreement, we are asking for you to outline where those differences are and why you don't feel, um, that your preferred wording is of any detriment to National Grid's apparatus? Um, if I could just ask. Also, as I said this morning as well, um, if you do get to that agreement with, uh, National Grid, um, if we could, if you could encourage them to I think National Grid are normally pretty good at doing so, but encourage them to put something into the, um, examining authority to, uh, explain that they're either happy with the protected provisions or the, the side agreement that you've you've agreed as well.

01:26:42:25 - 01:26:57:14

Leave your hide and go on behalf of the applicant. Yes, we'll certainly encourage National Grid to do so. Um, as you've seen, we've we have also taken the opportunity to take to provide joint position statements where that's been possible. So if that is available to the parties then we'll certainly seek to do that.

01:26:57:20 - 01:26:59:09

That's really good. Thank you very much.

01:27:01:03 - 01:27:12:06

Okay then. Um, you mentioned owl mole now. Um, I think at the last issue specific hearing and it was five. You said that you were still in discussions with Allah. Do you want to give us an update on that?

01:27:13:19 - 01:27:45:19

Olivia Henninger, on behalf of the applicant. Yes. Uh, the discussions continue to be, um, ongoing. The parties are moving towards providing a set of protected provisions within the draft development consent order at deadline six. Um, I can't say for certain at this stage whether that will absolutely happen, but it certainly looks like it's a serious possibility. Um, there may be additional provisions that need to be considered thereafter, but we will continue to keep the examining authority updated in respect of those.

01:27:45:21 - 01:27:50:05

So that would be relating to any supplemental side agreement that is, is required as well.

01:27:53:01 - 01:27:59:11

But both parties are you are in an agreement now that the route forward will be in the form of protective provisions within the DCO.

01:28:00:06 - 01:28:04:04

Olivia Henninger, on behalf of the applicant, yes, that is the case. We are agreed on that.

01:28:04:15 - 01:28:06:00

Okay. Thank you for that.

01:28:12:12 - 01:28:18:23

And that's all I had to ask under this agenda item. Unless any of my colleagues have anything further they wish to add.

01:28:21:11 - 01:28:24:09

In which case I will hand back to Mr. Corsi.

01:28:27:26 - 01:28:33:09

Thank you, Mrs. Jones. Um, I'll deal with agenda item six, which is Crown.

01:28:33:11 - 01:28:34:02

Land.

01:28:34:24 - 01:29:07:12

And in the applicant's land rights tracker. The latest iteration rep 5085. You have provided updates on negotiations with the Crown Estate and the Welsh ministers in respect of the acquisition of rights in Crown land, in accordance with section 135 of the Planning Act 2008. Now, I do appreciate that the tracker was only submitted a week ago, but is there any update on negotiations with either party?

01:29:08:17 - 01:29:53:24

Well, if you're hiring on behalf of the applicant, we have received a further email from the representatives of the Crown Estate with regards to the section one through five consent, and we are working at the moment to provide them with a response to that. We're hoping to do so by the end of the week. Um, it's it's not always the case that, um, we'll be able to sort of agree something on something like this before deadline six, but we do feel confident that it will be possible to do so for deadline seven. Um, I'll add that with regards to the Welsh Government in respect of the A55 land, uh, we've had confirmation from the legal representative that they have no comments on the proposed wording of the section one through five consent.

01:29:53:26 - 01:30:04:13

So we believe that that will be shortly forthcoming. And I'm certainly, um, uh, going to do everything we can, we're going to do everything we can to try and provide that to the examining authority.

01:30:07:07 - 01:30:23:09

Okay, that's, I think, short, but but sweetness lets us know, um, that is it's good to hear there's been some progress in such a short time. Does anyone else have any comments or queries on this issue?

01:30:27:06 - 01:30:57:14

No, I've no indication. Well thank you. I've. I have no more questions under agenda item six. So I'll move on to agenda item seven which is funding and as advised on the agenda for this hearing, the examining authority has no questions. Um, I understand that there are, um, issues to resolve between parties on the adequacy of the funding statement, and we're clear on the respective positions.

01:30:57:16 - 01:31:16:14

And we'll have to, um, grapple Grappled with that in our in the examining authorities report. Notwithstanding, does the applicant want to advise on any updates to the funding statement or any of its associated annexes? If you can hand over to the applicant.

01:31:16:25 - 01:31:32:15

Olivia Haining, or on behalf of the applicant, we don't consider there to be any outstanding matters with regards to the funding statement. The approach we've taken is very standard, and we believe that all the information that needs to be included within that funding statement has already been provided.

01:31:36:14 - 01:31:38:09

Just make a note. Thank you.

01:31:42:00 - 01:31:53:15

Thank you. Does anyone else want to raise associated issues or queries about the evidence in the funding statement over and above previous written and or oral submissions on the matter?

01:31:57:02 - 01:32:17:02

I don't see any indication of, um, anyone who wants to contribute. So thank you. I'll hand over to Mr. Hobbins at this stage for agenda item eight, which is review of issues and actions arising to date. Thank you.

01:32:17:23 - 01:32:19:03

Thank you very much, Mr. Corsi.

01:32:19:25 - 01:32:27:20

I'm just going to briefly run through the list of actions that we have identified today. Um, and as I just have a list of three actions, I'll run through them now.

01:32:30:27 - 01:33:05:00

So what are these? Um, so, yes, these, um, actions are for the applicant. Um, so the first one is when voluntary agreements are reached with affected parties, and the applicant is to request that the affected party withdraw their objection or sign a declaration to state that they are withdrawing it. So for that one seven, uh, the second action is to respond to the caffeine estates concerning their submission regarding the land requirements for other offshore wind farm developments in the area, to which obviously in this and the list, the examining authority will append the relevant text that we said earlier.

01:33:05:21 - 01:33:26:00

Um, that's the deadline six or earlier possible. And then lastly, we have similar to the first action where there is agreement on protective provisions. Um, yeah. It's advised to ask the statutory undertaking to advise that they're withdrawing their objection. Um, and does anybody have any points or, uh, questions to raise that?

01:33:28:19 - 01:33:29:24

Uh, Mister? Mister Jones.

01:33:30:04 - 01:33:45:18

Yeah. Sorry. I just want to sort of caveat that that list with obviously the examining authority, including Mr. Courtney, will have a check of that list following the hearing. So there may be others added to the to the publish list than we have read out just there.

01:33:50:01 - 01:33:57:23

Okay. Thank you. Um, if there are no further comments or queries, Um, then I'll hand over to Mr. Jones for the next agenda item. Thank you.

01:33:59:13 - 01:34:08:11

Yeah, thank you, Mr. Hopkins. But I think actually, for any of the matters, uh, Mr. Coursey is is going to lead in the first instance because I know you have some points you'd like to raise.

01:34:09:04 - 01:34:39:07

I do, Mrs. Jones. Thank you. And, uh, I'm going to be adding to the the the action point list as well. There are three matters that I want to raise with the applicant. And I'll just say at the outset that the second and third are quite weighty, and I don't expect them to be in a position to answer today. They're matters that have come on the foot of deadline five submissions, so it was too late for me to include them as agenda items.

01:34:39:17 - 01:35:08:29

The first one, hopefully is is relatively straightforward, and it's to do with the Land Rights tracker. And it would be useful if the final land rights tracker could be colour coded for ease of reference, with entries predictably shaded as follows. Green. If voluntary agreement has been reached and red were negotiations have concluded without agreement being, um, being reached, is that something that the applicants amenable to.

01:35:10:18 - 01:35:11:12

Halliday can.

01:35:11:14 - 01:35:13:23

On behalf of the applicant? Yeah, that we can add.

01:35:13:25 - 01:35:14:11

That into the.

01:35:14:13 - 01:35:15:17

Final, um, rights tracker.

01:35:16:06 - 01:35:21:08

That's great. Thank you for your confirmation. I'll just have that noted as a as an action point.

01:35:26:14 - 01:35:30:00

Thank you. I'll move on then to my second point, which is, um.

01:35:32:12 - 01:36:09:29

To do with human rights. And I think this is, is one that I will expect you to want to take away. And it's further written questions the examining authority asked the applicant at question two point 12.1 about the evidential basis relied on to assess the proposed developments. Likely impact on the operation and viability of three intensive dairy farm enterprises that were identified in response to the first written questions, and that was in wrap 362.

01:36:10:17 - 01:36:39:06

In the absence of a detailed economic assessment of those considerations, is the degree of importance that has been given to existing farming uses of the land and rights there, in that the applicant proposes to compulsorily acquire. Is it consistent with articles eight and six of the European Convention on Human Rights under article one of the First Protocol,

01:36:40:22 - 01:36:48:04

so as to say it may be something that you want to answer today or take away. Either is acceptable. I'll hand over to the applicant.

01:36:52:03 - 01:36:52:24

List done on.

01:36:52:26 - 01:37:12:26

Behalf of the applicant. Um, I think that the applicant has made its submissions in the statement of reasons regarding, um, the engagement of the human rights test. We will we will look at that. And if that question could be put, um, if it could come as one of the hearing action points, then we will respond to it, um, in writing as well.

01:37:13:18 - 01:37:50:23

Mr.. And certainly like, like the one for in a, for the like the one associated with the Katherine estate and probably the next question and make sure that they're directly transposed into the action points. So the third of my points is consideration of duties under the Equality Act 2010, a category three person in the book of reference, which is rep 3006, has said that they suffer with tinnitus and that it's likely to be aggravated by construction activities associated with the proposed development.

01:37:51:14 - 01:38:40:01

Now looking at the government publication, and that's Disability Equality Act 2010, guidance on matters to be taken into account and determining questions relating to the definition of disability that says that a person has a disability for the purposes of the act, if they have a physical impairment or the impairment, has a substantial and long term adverse effect on their ability to carry out normal day to day activities. Looking up the meaning of impairment, section A5 of that guidance says that a disability can arise from wide range sorry from a wide range of impairments, which can include sensory impairment such as those with affected hearing.

01:38:40:13 - 01:39:20:18

So it's a matter of I appreciate it. It's a matter of, um, opinion now as to whether tinnitus falls into that category. But the question I want the applicant to engage with in exercising, um, their public sector

quality duty. What wit should the Secretary of State give to this consideration? On the contention that construction noise is likely to have a differentially worse impact on a tinnitus sufferer than a person without that impairment? Again, if you want to engage with that now, that's fine or take it away.

01:39:21:09 - 01:39:25:16

It's done on behalf of the applicant. We would need to respond to that. Um, separately.

01:39:26:08 - 01:39:33:27

I understand that perfectly. Uh, Marsden and I will get it added as an action point.

01:39:37:00 - 01:39:42:18

I think, um, Mr. Bibby, are you still with us?

01:39:46:11 - 01:39:48:08

Yes I am. Um, Mr..

01:39:48:10 - 01:39:49:27

Bibby, I, uh.

01:39:51:15 - 01:40:03:26

If it's a if it's a fairly short point, but it's been a long day and you did have the opportunity to to put points in your client's behalf. But I'll admit a short point at this stage.

01:40:04:21 - 01:40:43:03

That's very kind of you. Thank you very much. It's Avion Bibby from David Smith Property Consultants. And this is in relation to our client, Mr. E.W. Roberts. Um, and it's just really just to make absolutely clear that, um, if we can, that what we need in the, in the documents that accompany the development consent order is for an appropriate, appropriate, perpetual indemnity in whatever document is considered applicable, uh, to the these to the development consent order process for the applicant to be protected so that the indemnity covers for loss penalties and prosecution.

01:40:43:05 - 01:41:15:15

So in addition to hopefully having that, uh, agreed in the form of words that is accepting the voluntary in a voluntary document, we would also be expecting, please, for that to be included in whatever document that is deemed applicable. So that was my point. And if I can just add sorry, um, if you you did mention, um, that you earlier that you would be seeking, um, for the examining authority to be updated, um, in due course.

01:41:15:17 - 01:41:33:18

I appreciate those deadline six coming on the 20th. I think it is of December. Could you kindly just clarify when would be the last opportunity to update the examining authority as to progress with heads of terms for voluntary agreements if no such agreement has been achieved, subject to contract?

01:41:34:22 - 01:41:45:06

Uh, Mr. Bibby, that would be deadline seven. But Mrs. Jones is going to do a summation of of where we stand with, with deadlines and dates before we close today.

01:41:45:08 - 01:41:46:14

So thank you very much.

01:41:46:16 - 01:41:58:15

Thank you for keeping that brief. Um, is there anything the applicant wants to revert on? I think I'm clear on its position from earlier, but of course, if there's anything you want to add, please do so.

01:41:58:23 - 01:41:59:25

At least done on behalf.

01:41:59:27 - 01:42:07:03

Of the applicant. Just thank Mr. Bibby for repeating what he'd said earlier, and clearly we picked it up the first time. So thank you.

01:42:08:19 - 01:42:17:15

Thank you to both of you. Um, I'll hand over to Mrs. Jones to, um, conclude on this agenda item. Thank you.

01:42:19:02 - 01:43:10:05

Thank you, Mr. Coursey. Um, yeah. Just a little reminder of what we have got left in the examination. As Mr. Bibby just said, we have deadline six, which is the 20th of December. And then following that, we have deadline seven, which is our final deadline, and that is the 14th of January, after which we will close on the 16th 16th of January. Um, I'd just like to, uh, give those who weren't here with us, uh, additional specific hearing sticks a reminder that we did make a procedural decision in our rule six letter before the examination began asking that all parties, um, should submit, uh, closing statements, uh, which should set out a concise record of the party's position prior to the close of the examination, specifically where you see that areas of disagreement remain.

01:43:10:22 - 01:43:28:00

They should summarize your positions, but should not introduce any new evidence. And there is no need to repeat any evidence that you have already put to us. If you need to cross, refer to previous submissions of absolutely fine, but it would be extremely helpful if you use the examination library reference numbers when you do that.

01:43:30:02 - 01:43:41:18

I don't have any other matters to raise, um, under any other business. So before I move to close. Does anybody else have anything else they wish to raise?

01:43:45:27 - 01:44:09:20

In which case we will move to item ten. Um, this is the final hearing for this examination, so I'd like to take this opportunity to thank you all, as this will be the last you see of us. Um, just to remind you that a digital recording of today's proceedings will be made available as soon as practicable after the close of this hearing on the project page for this project.

01:44:11:19 - 01:44:21:16

The time is now 1649, and this compulsory acquisition hearing for the Moana Offshore Wind Farm project is now closed. Thank you. The ALC.