

# The North Wales Wind Farms Connection Project

**SP Manweb's Written Summaries of Oral  
Evidence (CA Hearing 9<sup>th</sup> December  
2015) Including Action Notes**

21<sup>st</sup> December 2015

Application Reference: EN020014  
Deadline 9 Submission



**The Planning Act 2008**

**The Infrastructure Planning (Examination Procedure) Rules 2010**

**The North Wales Wind Farms Connection Project**

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**North Wales Wind Farms Connection Project – Written Summaries of Oral Evidence (CA Hearing 9<sup>th</sup> December 2015) Including Action Notes submitted to PINs 14 December 2015**

**WRITTEN SUMMARY OF SP MANWEB'S (THE "APPLICANT") ORAL CASE PUT  
AT THE ISSUE SPECIFIC HEARING ON COMPULSORY ACQUISITION –  
OPTION A AND OPTION B**

**9<sup>TH</sup> DECEMBER 2015**

**1. INTRODUCTORY REMARKS**

- 1.1 This document summarises the Applicant's case as presented at the Compulsory Acquisition hearing (the "**CA Hearing**") held on 9<sup>th</sup> December 2015 at Denbigh Town Hall, Denbigh.
- 1.2 The note addresses each of the agenda items set by the Examining Authority, as published on the Planning Inspectorate's website on 30th November 2015 (the "**Agenda**") in relation to Compulsory Acquisition under Option A and under Option B. Issues on which submissions were made are grouped under the headings provided in the Agenda.
- 1.3 Please note that in this document the terms "**the Applicant**" and "**SP Manweb**" are used interchangeably.

**2. INTRODUCTION OF THE PARTICIPATING PARTIES**

- 2.1 Speaking on behalf of the Applicant:-
  - 2.1.1 Mark Westmoreland Smith of Counsel (Francis Taylor Building);
  - 2.1.2 Richard Griffiths (Partner at Pinsent Masons LLP);
  - 2.1.3 Andrew Stockton (SP Manweb); and
  - 2.1.4 Huw Thomas (SP Manweb).
- 2.2 The Applicant also invited a number of members of its consultant team to provide further specialist, technical input where required. This summary introduces each of those witnesses where applicable.

**3. 2. COMPULSORY ACQUISITION HEARING IN RELATION TO THE PROPOSED PROVISION FOR THE COMPULSORY ACQUISITION OF RIGHTS AND THE IMPOSITION OF RESTRICTIONS OVER ADDITIONAL LAND IN RELATION TO OPTION B**

**4. ITEM 4 OTHER MATTERS RELATED TO THE CA RIGHTS ASSOCIATED WITH OPTION B**

- 4.1 **4.1 To examine whether the level of funding proposed to cover the funding liability in respect of Option A is sufficient to cover Option B, given the increase in land that would be affected by the compulsory**

**acquisition of rights and imposition of restrictions for Option B. And to also establish whether it would cover a 'mix and match' alternative if the ExA decided to recommend that some parts of Option B were chosen with some parts of Option A or vice versa.**

4.2 Mr Westmoreland Smith referred the Examination to page four of the Applicant's response to Second Written Question 0.4 (Examination Library Reference REP 6-035). It was stated that SP Manweb is seeking to acquire rights in the land, not the freehold interest. As such, the compensation estimate reflects any impact of the apparatus upon the use of the land the apparatus is located upon. The increase in the Order Limit under Option B therefore has no material impact upon the assessment of compensation.

4.3 Mr Westmoreland Smith explained that the changes included within Option B, aside from two, have arisen following discussions with landowners. The changes are designed to *reduce* the impact of the overhead line upon farming practices. It follows therefore that, if these changes have any material effect on compensation, it will be to lower the amount payable (albeit, in practice, SP Manweb do not expect any material change to the compensation payable). As such, the funding liability of £1.7m for Option A is adequate for Option B or a mix and match scheme. It was noted that Gareth Robert's response on this point was appended to the response to Second Written Question 0.4 (Examination Library Reference REP 6-035).

4.4 **4.2 To examine whether any interested parties have evidence to indicate that the proposed level of funding for the acquisition of rights and imposition of restrictions that has been proposed for Option B is insufficient.**

4.5 It was restated that the Applicant's position on funding is as set out in the response to Second Written Question 0.4 (Examination Library Reference REP 6-035), which includes the independent valuation undertaken by Gareth Roberts.

5. **3. COMPULSORY ACQUISITION HEARING IN RELATION TO THE COMPULSORY ACQUISITION OF RIGHTS AND THE IMPOSITION OF RESTRICTIONS OVER LAND IN RELATION TO OPTION A (THE ORIGINAL APPLICATION)**

6. **ITEM 4 EXAMINATION OF OUTSTANDING MATTERS IN RELATION TO THE COMPULSORY ACQUISITION OF RIGHTS**

6.1 **4.1 Agreement with the Highways Authority. - The Panel requires an update on the progress regarding agreeing draft articles 10-16 with the Highway Authority (DCC).**

6.2 The Examining Authority chose to move this agenda item to be discussed during the Development Consent Order Hearing to be held on the 10th December 2015; as such no representations were made on this point during this hearing.

- 6.3 **4.2 Unknown land interests - The Panel requires an update on the situation regarding the identification of unknown land interests. Has any progress been made on this matter since the last round of hearings, in which case please could the Table of Unknown Land Interests be updated for deadline 9?**
- 6.4 Martyn Duggan, on behalf of the Applicant, confirmed that SP Manweb has been in discussions on this matter with the agent of this landowner, Mr Eifion Bibby. Mr Duggan confirmed that an update will be provided to the Examination as appropriate.
- 6.5 Mr Duggan outlined that the only "unknown" plots relating to freehold occupation are 87, 87A, 87B (there had been an error in the record on this plot which has now been corrected) and 87C, along with Plots 88 and 88a. Plots 88 and 88a are an access track.
- 6.6 To further update the Examining Authority on this matter, on the morning of the 9th December Mr Bibby provided an update that his client, Mr Aled Alun Owen, had been in contact and that they reaffirmed an intention to apply for registration of the land of Plots 87, 87A, 87B and 87C, TerraQuest will continue to liaise with Mr Bibby and update the Book of Reference at such time which the land is changed to registered ownership.
- 6.7 At present no further updates are required to plots 87, 87A, 87B, 87C, 88 and 88A.
- 6.8 **4.3 Crown Land - (a) The Panel requires an update from the applicant and NRW on the content and agreement of the draft note supplied for DL4 regarding the operation of s135 of the Planning Act 2008. In particular the Panel wishes to understand why the applicant (and NRW) do not consider that consent is required in respect of both s135(1) and s135(2) from the relevant Crown Authority as the Panel considers that consent would be required under s135(1) as well as s135(2).**
- 6.9 Mr Westmoreland Smith referred the Examination to the Applicant's summary of oral representations made at the CA hearings (Examination library reference REP3-035), specifically pages 3 to 4 and paragraph 3.5. It was summarised that at that hearing Mr Atkinson suggested that the Applicant and NRW create a joint note on this matter. A draft note on the operation of section 135 of the Planning Act 2008 was therefore sent to NRW for consideration on 10 October 2015. A copy of that note was submitted at DL4 (Examination library reference REP4-026); this was only in draft as no substantive response had been received from NRW at the time of submission.
- 6.10 It was stated that NRW have since drafted their own note on this topic, which the Applicant was provided a copy of on the 8 December 2015. Mr Westmoreland Smith explained that that the Applicant has responded to this note with comments as, as it stands, the note does not make sense.

6.11 Mr Westmoreland Smith confirmed that since the Examining Authority had received the note referenced at paragraph 6.11, the Applicant had received a more recent note. This note stated as follows:

6.11.1 *"Further to NRW's note issued on 8 December 2015, NRW would like to clarify the following points:*

*1. NRW agrees with the applicant that section 135(1) of the Planning Act 2008 does not apply in this case as the development consent order, as drafted, would not include any Crown land in which there is a third party interest.*

*2. NRW notes that the first sentence of the second paragraph under (a) could be considered confusing. We wish to clarify that NRW provides its consent to SP Manweb in respect of the development consent order for the North Wales Wind Farms Connection Project under section 135(2) of the Planning Act 2008. This consent is in respect of two options currently before the Examining Authority, known as "Option A" and "Option B" and indeed any "hybrid" scenario should the Examining Authority wish to make a recommendation for a development consent order that includes part of Option A and part of Option B. This is on the basis of the current draft DCO – should any amendments be made which affect Crown land then the further consent of NRW under section 135(2) of the Planning Act 2008 should be sought. This is also on the basis that the draft DCO includes the following article which we understand the applicant has agreed to include:*

*Crown rights*

*(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee—*

*(a) to take, use, enter upon or in any manner interfere with any land or rights of any description—*

*(i) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;*

*(ii) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land;*

*(iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or*

*(b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown Land (as defined in the 2008 Act)*

*which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).*

*(2) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically."*

- 6.12 Mr Westmoreland Smith submitted that the consent under section 135(1) of the Planning Act 2008 ("**the Act**") is only required where there is purchase or acquisition of crown land. The Examination was referred to REP3-035 and the section relating to Article 19, Compulsory Acquisition powers, which outlines that the acquisition is limited by reference to the Book of Reference (Examination Library Reference REP6-018) which is explicit in its exclusion of crown interests. The example of Plot 1A in the Book of Reference was given to the Examination, which Mr Westmoreland Smith explained is explicit in excluding crown interests where they exist.
- 6.13 Mr Westmoreland Smith noted that the Applicant has been requested by NRW and the Crown Estate to include a further article in the DCO entitled "Crown Rights", which will clearly outline that SP Manweb cannot acquire any crown land. Whilst the Applicant did not think it was necessary to include this for the reasons outlined in paragraph 6.12, they were content to insert it in order to alleviate any concerns that NRW and Crown Estate may have.
- 6.14 The Examining Authority explained that they had obtained advice from their legal team and considered that section 135(1) would be required in relation to the acquisition of third party interests over Crown Land. It was confirmed that the note provided by NRW is helpful as it explained there were no such third party interests over crown land.
- 6.15 It was agreed that the Applicant would submit a note explaining the position of NRW and the Crown Estate for Deadline nine. See Appendix Two.
- 6.16 **b) The Panel requires an update on progress regarding the lease that is to be obtained from NRW regarding the plots identified as land in which the Welsh Ministers are the relevant Crown Authority**
- 6.17 Mr Westmoreland Smith confirmed that the lease is agreed in principle and that the Applicant is in the process of agreeing the terms with NRW.
- 6.18 **(c) The Panel also requires an update from the applicant regarding consent from the Crown Estate Commissioners in respect of the plots shown in the Book of Reference (BoR) which identify the Queen as the relevant Crown authority**
- 6.19 Mr Westmoreland Smith confirmed that the Applicant has received a consent letter from the Crown Estate Commissioners. This has been submitted to the Examination.

- 6.20 **4.4 New Draft Article 22 - To examine the draft wording of new Article 22 regarding funding and whether this wording gives sufficient comfort to ensure that payment of compensation in respect of the liabilities arising from the compulsory acquisition of rights would be forthcoming. In particular should it require that the applicant demonstrates to the Secretary of State that the funds that would be required to cover the liability of the undertaker to pay compensation in relation to the compulsory acquisition of rights are secured through a guarantee (or an alternative form of security) as provided for in Article 14 of the Hornsea One Offshore Wind Farm Order 2014?**
- 6.21 Mr Westmoreland Smith explained that Article 22 had been drafted so as to address concerns that had previously been raised. There is no general government policy that guarantees should be provided as a matter of course in DCOs. It was noted that no guarantees were included in the other made orders for overhead lines: National Grid (King's Lynn B Power Station Connection) Order 2013 and the National Grid (North London Reinforcement Project) Order 2014. Mr Westmoreland Smith also stated that it is also not the case that guarantees are required in the majority of made DCOs.
- 6.22 It was said that the Applicant considers that the mechanism provided by draft article 22 is robust. It is supported by the signed Funding Statement submitted in the appendices to the written summary of the oral representations made at the compulsory acquisition hearings on 24 – 25 of September 2015 (Examination Library Reference REP3-035) which outlines the milestone payment structure from the wind farm developers. Mr Westmoreland Smith stated that there is a mechanism within the draft DCO under which SP Manweb will receive the monies and a mechanism under which it must be able to demonstrate to the Secretary of State that the payments have been received and therefore SP Manweb has the necessary funds to meet its compulsory acquisition liabilities. The Applicant therefore does not consider that a bond or guarantee is required.
- 6.23 **4.5 Permanent Rights/Temporary Possession - To examine whether all temporary works have now been removed from the BoR and they are not covered by Article 19, following on from the applicant's response to the second round of Examining Authority Questions number 12.4.**
- 6.24 Mr Westmoreland Smith explained that, where possible, the Applicant has sought to limit the Class 2 construction rights within the DCO and used the temporary use powers set out in Article 27 of the draft DCO v4 (Examination Library Reference REP6-012) (which are not compulsory acquisition powers) in relation to the construction activities over the land shown coloured yellow and yellow and light green on the land plans. In circumstances where the same works could be carried out using lesser powers and having regard to the tests for compulsory acquisition, SP Manweb determined that it could deliver the scheme with lesser powers of compulsory acquisition. Therefore, as shown in SP Manweb's response to SWQ 12.4, the Book of Reference, Version 3 (Examination Library Reference REP6-018) the Applicant has comprehensively amended the Book of Reference to remove the Class 2 rights relating to the construction of the 132kV Overhead Line.

6.25 Further to a question raised by Iwan Jones at the Issue Specific Hearing of the 8 December 2015, Mr Westmoreland Smith confirmed that SP Manweb considers that class 2(g) could be removed from the Book of Reference on the basis that the Applicant can rely upon Article 27(1)(b). Subject to reflecting upon this change to ensure it is feasible, this will be reflected in the revised DCO to be submitted at Deadline nine, see Appendix Three.

6.26 Mr Westmoreland Smith stated that Class 2(c) is a restrictive covenant which protects reinstatement planting; as such Class 2 cannot be removed in its entirety.

6.27 **4.6 Protective Provisions - The Panel require an update on the situation regarding the agreement of the wording in the protective provisions with (a) Dwr Cymru Welsh Water (DCWW); (b) NRW and the relevant Planning Authorities.**

6.28 **Dwr Cymru Welsh Water ("DCWW")**

6.28.1 Mr Westmoreland Smith noted that a letter had been submitted to the Examination on the 7 December 2015 from DCWW confirming that it agrees to the protective provisions at Part 2 of Schedule 9 to the draft DCO (v.4) (Examination Library Reference REP6-012) and that it will not be making any future representations objecting to the draft Order or to any provision of the draft Order.

6.29 **NRW**

6.29.1 Mr Westmoreland Smith confirmed that NRW informed SP Manweb on 3 December 2015 that it would not agree to the disapplication of legislative provisions in draft Article 33 of the DCO. On the 4 December 2015 SP Manweb communicated to NRW that it reluctantly accepted its position and would remove from the draft DCO those parts of Article 33 as they apply to NRW and Part 3 of Schedule 9, again as it applies to NRW. This will be shown in the next iteration of the Draft DCO to be submitted at deadline nine. See Appendix Four.

6.29.2 It was summarised that the implication of this disagreement is that the Applicant will have to apply to gain consent from NRW in respect of crossing the main rivers as would be the ordinary case without a DCO.

6.30 **Local Planning Authorities**

6.30.1 Conwy County Borough Council ("CCBC")

(a) The relevant planning authorities are the consenting authorities under Section 23 of the Land Drainage Act 1991. The protective provisions for the benefit of NRW were amended so that they included the relevant planning authorities. These amendments were included in the DCO

submitted on 16 October (v.3) (Examination Library Reference REP3-031).

- (b) Mr Westmoreland Smith informed the Examination that CCBC has since agreed the disapplication provisions and the protective provisions as drafted and that this will soon be recorded in a Statement of Common Ground between the parties to be submitted to the Examination.

#### 6.30.2 Denbigh County Council ("DCC")

- (a) Mr Westmoreland Smith confirmed that negotiations with DCC are not as far progressed as with CCBC but that the Applicant continues to engage with DCC in respect of the disapplication provisions and the protective provisions.

- 6.31 See Appendix Five for an update on the current status of negotiations.
- 6.32 **4.7 Update on voluntary agreements with Affected Persons - The Panel requires an update on the situation regarding discussions between the applicant and affected persons in relation to voluntary agreements for the rights and restrictions that are being sought.**
- 6.33 Mr Westmoreland Smith referred the Examining Authority to the Table of Negotiations (Examination Library Reference REP4-023) which sets out the status of discussions with affected persons.
- 6.34 Andrew Stockton, on behalf of the Applicant, confirmed that SP Manweb is continuing to negotiate with all affected owners and occupiers within the Option A and B Order Limits. The Applicant is committed to seeking agreement with these landowners and occupiers so it can obtain the necessary rights to install and maintain the North Wales Wind Farms Connection without having to exercise compulsory acquisition powers.
- 6.35 Mr Stockton stated that he had had a useful meeting with Mr Bibby on Wednesday the 8th December 2015 regarding voluntary agreements with those affected persons for whom he acts as agent.
- 6.36 Mr Stockton confirmed that the Applicant has agreed heads of terms with six landowners and is currently in the process of drafting voluntary agreements in respect of these interests. SP Manweb has also agreed terms with four agricultural tenants and has agreement in principle from five. The Applicant is continuing to pursue negotiations with the remaining owners and occupiers and as part of this process additional information and plans is being prepared to facilitate on going discussions.
- 6.37 In relation to the 37 persons with interests and rights listed under Part 3 of the Book of Reference, SP Manweb has agreed terms with five interested persons and is close to agreeing terms with two others. For those persons with Part 3 interests and Part 1 and 2 interests, the Applicant is preparing

one agreement for each of those persons that address all of their relevant interests.

- 6.38 It was agreed that the Applicant would submit a summary of successful outcomes and a list of the status of negotiations in this regard for deadline nine. See Appendix Six and the document titled "Appendix Six to Action Point 6: Summary Landowner and Part 3 of the Book of Reference Interest Negotiations SPM NWWFC DL9 Day 2 AP6" for the current position in relation to these affected persons.
- 6.39 Mr Westmoreland Smith confirmed that as will be seen from the table of negotiations produced by the Applicant (and its length), negotiations with landowners was being taken very seriously indeed by SP Manweb. Mr Westmoreland Smith explained that the Applicant has invested a lot of time and effort in the pursuit of reaching voluntary agreement, but noted that the agreement is bilateral so not entirely within the control of SP Manweb. The Applicant considers that as the Option B matters solidify the affected persons will be better placed to come to agreement. The primary concern for the Examining Authority is that alternatives have been explored, not that they have been agreed.
- 6.40 Further to a summary of the position of affected persons provided by Eifion Bibby, Mr Westmoreland Smith confirmed that in addition to the discussions underway with these persons, whilst the Applicant is under a duty under the landscaping requirements to consult with landowners, the relevant planning authority has final responsibility for approving certain elements of the landscaping (the landscaping within the areas demarcated green or stipple green on the Landscaping Plans).
- 6.41 In response to a query raised by the Examining Authority, Mr Westmoreland Smith confirmed that the relevant planning authority is unable to fetter itself by pre-approving the plans. Mrs Jacquie Critchley, of Gillespies, confirmed on behalf of the Applicant that the relevant planning authority is aware of the intention of the Applicant regarding landscaping mitigation and is comfortable with the requirement as it stands.
- 6.42 Further to a query from the Examining Authority, Mrs Critchley stated that CCBC explained in a meeting with SP Manweb that they would like trees to be planted and consider that mitigation planting in certain locations is required. The Examining Authority then requested that the Applicant discuss at a high level with CCBC and landowners the proposed location of tree planting, in order to progress negotiations in relation to voluntary agreements.
- 6.43 Mr Westmoreland Smith explained that the discussion with landowners has stemmed from the requirement upon Applicants to explore alternatives to compulsory acquisition powers, which is what the Applicant is doing through seeking to reach voluntary agreement with landowners. In terms of compulsory acquisition, the Examining Authority must simply be satisfied that the Applicant is pursuing alternatives. Mr Westmoreland Smith stated that the consent being sought under the DCO in relation to the landscaping

scheme is an entirely separate issue to negotiations relating to compulsory acquisition. As drafted, the DCO expressly includes consultation, and stipulates that the detail of the landscaping scheme will then be submitted to and approved by the relevant planning authority (for the land coloured green and stipple green on the Landscaping Plans). The structure of the consent the Applicant is seeking is outlined in the Landscaping Plans. These plans will be refined following the grant of development consent.

6.44 It was clarified in the hearing that SP Manweb would, post grant of consent, seek to submit a Landscaping Plan to the relevant planning authority that reflected discussions with Landowners. In relation to concerns regarding roadside safety and access, it was clarified that it was not in the interests of the highways authorities to approve landscaping that could compromise road safety and visibility in anyway.

6.45 To provide further clarification, Mr Westmoreland Smith confirmed that the areas of landscaping are properly classified as follows: green or stippled green land is mitigation planting, whilst yellow and blue land shows areas where trees cannot be planted without approval of the landowners. It was noted that this is set out in Requirement 7 and Schedule 2.

7. **5. ITEM 5 MATTERS IN RELATION TO THE APPLICANT'S ORAL SUMMARY TO THE SEPTEMBER CA HEARING**

7.1 **5.1 Paragraphs 12.1.3 and 12.2 refer to plots 887b in several places. Is this an error?**

7.2 The Applicant has reviewed its written summary of oral representations made at the Compulsory Acquisition Hearing (Document Reference SPM NWWFC CA01, Examination Library Reference REP3-035) and confirms that the references to Plots 887B in paragraphs 12.1.3 and 12.2 were made in error. These references should be to "Plot 87B".

7.3 **5.2 Please could the Applicant provide better descriptions in column 3 of schedule 8 to the draft DCO to provide clarification on the purpose of the temporary possession that is being sought. The Panel notes that the column 3 details for Plot 53B has been expanded, but the details in relation to the 'purpose' for the other plots remain vague as either "temporary use to provide access..." or "temporary use to facilitate construction...."**

7.4 Mr Westmoreland Smith confirmed that this is the standard approach which is consistent with the temporary use schedules in the Kings Lynn DCO and Hinckley Point C Connection DCO. Column 3 of Schedule 8 of the draft DCO must be read in conjunction with column 4 which specifies the relevant work number and therefore details the precise works proposed for that particular plot.

7.5 It was agreed that the Applicant would consider how best to demonstrate the temporary works to be carried out and that this would be addressed in the DCO hearing to be held on the 10 December 2015.

- 7.6 **5.3 The Panel would like clarification from the Applicant regarding which of the land plots are access rights for the construction, operation, maintenance and decommissioning phase being sought. (these are shown as brown land on the land plans)**
- 7.7 The Plots on the Land Plans that include access rights for the construction, operation, maintenance and decommissioning phase being sought are shown as brown. This has been submitted at Appendix Eight.
- 7.8 All plots noted include Class 1 c to i which grant access rights for each phase of the development.
- 7.9 **5.4 To examine how the applicant proposes to ensure that if the CA of rights were to be granted, once the Class 1 rights in relation to construction etc. are 'spent', those rights imposed over the land would be removed from legal documents**
- 7.10 Mr Westmoreland Smith explained that once the authorised development has been decommissioned the rights will be "spent" and SP Manweb will not be able to exercise the rights going forward. In the event that any Class 1 rights are compulsorily acquired (either by using the notice to treat/notice of entry method or a general vesting declaration) then these rights will be permanent rights and compensation will be payable to the landowner.
- 7.11 It was stated that if the rights are vested in SP Manweb through a general vesting declaration (GVD) or deed poll it is not possible to provide for the surrender of the rights on decommissioning within the GVD or deed poll. An easement in perpetuity cannot be automatically terminable on the occurrence of a particular event. Only easements for a term of years can contain termination provisions. This would however be possible to include in voluntary agreements.
- 7.12 Mr Westmoreland Smith informed the Examination that in order to remove the rights from the title to the land, a deed of surrender or deed of release would need to be entered into with the landowner. It is not possible for SP Manweb to enter into a deed of surrender unilaterally and register it at the Land Registry. The Applicant considers that it would be very onerous and inappropriate for SP Manweb to be obliged to approach and negotiate a deed of surrender for every landowner where SP Manweb could not exercise the rights going forward and the landowners will have been paid compensation for a right in perpetuity.
- 7.13 Mr Westmoreland Smith confirmed, in a response to a request from Mr Iwan Jones, that once the line has been constructed the Applicant would have no ability to further construct it. The Applicant does not therefore consider it necessary to formally remove those rights once they have been spent.
- 7.14 Please see Appendix Nine for a response to this agenda item in relation to a Deed of Surrender.

8. **ITEMS NOT ON AGENDA**

8.1 **Table of Objectors to Compulsory Acquisition of Rights (Second Written Question 11.1(a)).**

8.2 It was confirmed that Mr Eifion Bibby and the Applicant would discuss objections to the compulsory acquisition of rights outside of the hearing. Please see Appendix Ten for a full response to this.

8.3 **Summary of landscaping plans, tree planting and associated requirements**

8.4 Mr Westmoreland Smith confirmed that:

8.4.1 Requirement 5 places a burden upon the Applicant to consult with landowners prior to submitting the Landscaping Scheme for approval. The relevant planning authority will be ultimate arbitrator, but it will be informed by discussions with landowners. It was noted that the relevant planning authority will have mind to highways concerns and won't grant anything contrary to highways safety. In addition, the proposal put forward by SP Manweb will articulate the concerns of landowners.

8.4.2 Requirement 7 relates to the reinstatement planting which is shown as the yellow and blue land. This requirement prevents the Applicant putting or proposing any new tree without landowner agreement. SP Manweb therefore could not present a proposal for approval, including trees, without landowner approval. It was stated that this was drafted in this way to address landowner concerns.

## Actions

No	Action	Appendix Number	Deadline
1	To provide a written update on the discussions with regards to pole 119.	One	9
2	The Applicant is required to provide a copy of the follow up note from NRW and a covering explanation with suggestions for the way forward on S135 (1).	Two	9
3	The Applicant, for the next version of the draft DCO, is to consider whether Class 2 rights could be further reduced.	Three	9
4	The Applicant is to amend Article 33 of the draft DCO to include a reference to the local Planning Authorities and to address NRW concerns.	Four	9
5	The Applicant is to provide a written summary of the oral representation that they gave in response to agenda item 4.6 including an update on negotiations.	Five	9
6	The Applicant is to provide a summary document which provide an updated list of the progress of negotiations on Voluntary Agreements including where Heads of Terms have been agreed.	Six	9
8	The Applicant is to consider revising Schedule 8 to provide further details of the purpose for which temporary possession may be required (column 3)	Seven	9
9	The Applicant is to submit a table identifying the brown land plots.	Eight	9
10	The Applicant is to provide an explanation as to why they consider a deed of surrender is not practicable or supported by them.	Nine	9

SP Manweb: Appendices to the Applicant's Oral Summary to the Compulsory Acquisition Hearing held on 9<sup>th</sup> December– Deadline Nine Document Submission

No	Action	Appendix Number	Deadline
11	<p>The Applicant and Mr Bibby are to agree the details of plot and pole numbers for the following affected persons listed in the ExA's table of interested parties who are objecting to the CA of rights, and provide updated details to the Panel:-</p> <p>Line 8 – Mr D G Davies</p> <p>Line 12- Mrs J Lloyd Jones</p> <p>Line 13 –Mr D C Jones</p> <p>Line 14 – Mr A A Owen and Mrs C A Owen</p>	Ten	9
12	<p>The Applicant to provide a written response on how they propose to manage hedge laying where the hedge has failed and it requires laying at a later date than other hedges and how this is to be managed and secured in the DCO.</p>	Eleven	9

\* The numbering of the appendices corresponds to the numbering of the actions list set by the Examining Authority, as published on the Planning Inspectorate's website on 14 December 2015 (the "Actions List").

## **Appendix 1 – Action Point 1**

To provide a written update on the discussions with regards to pole 119.

SP Manweb representatives Huw Thomas and Huw Williams met with Mr Hughes (landowner) on 14th December to discuss the details of accommodation works that would benefit Mr Hughes in the future and SP Manweb during the construction phase should the DCO be granted. The accommodation works involved laying a new track over a short section of a sloped access track. In inclement weather the track used by Mr Hughes and required by SP Manweb for construction becomes unpassable. SP Manweb is seeking clarification from its legal representatives as to whether or not there are any concerns from an Environmental perspective prior to progressing formal discussions with Mr Hughes' agent. In Option B pole 119 has been moved east to the other side of the fenced boundary and no longer impedes access. SP Manweb will update the Examining Authority further for Deadline 10

## **Appendix 2 – Action Point 2**

The Applicant is required to provide a copy of the follow up note from NRW and a covering explanation with suggestions for the way forward on S135 (1).

1. On the 8 December 2015 NRW, acting on behalf of the Welsh Ministers, submitted to the examination a note responding to agenda item 4.3 for the hearing scheduled to take place on 9 December 2015. Following further discussions between Pinsent Masons for SP Manweb and the lawyers acting for NRW, a further note was submitted to the examination on 9 December 2015. Both of those notes are now available on the Planning Inspectorate's website.
2. SP Manweb and NRW remain in discussions in respect of the application of S.135(1) of the Planning Act 2008 in respect of plots 1, 1A, 1B, 3 and 3A, which are owned by the Welsh Ministers. Once those discussions are finalised a further update will be provided to the examination by SP Manweb.

### Appendix 3 – Action Point 3

The Applicant, for the next version of the draft DCO, is to consider whether Class 2 rights could be further reduced.

1. The Applicant confirms that it will remove the Class 2(h) rights in the next version of the Book of Reference for both Option A and Option B.
2. The Class 2(f) rights are required for the reasons set out in the Applicant's response to the Examining Authority's Second Written Question 12.4 (Examination Library Reference REP6-035). The rights set out in Class 2(e) and (j) are required to facilitate the exercise of the rights in Class 2(f).
3. The Class 2(c) rights are required to prevent any landscaping or ecological measures being damaged or interfered with.
4. In respect of the Class 2(g) rights, these rights had been retained in the version of the Book of Reference submitted for Deadline 6 due to the fact that the temporary use powers set out in Article 28 (now Article 29) of the draft DCO only apply for "the maintenance period" (as defined in Article 29(11)).
5. In the event that the landscaping scheme, reinstatement planting plan and/or hedgerow management plan (approved pursuant to requirements 5, 7 and 13(1)(b) of the Draft DCO) require reinstatement planting to be maintained for a longer period of time than the maintenance period then the Applicant needs the ability to access the land to carry out such maintenance works. For example, paragraph 2.7.4 of the hedgerow management plan states that at "between 10 and 15 years hedgerows shall be laid to further increase their wildlife value."
6. If agreement cannot be reached with the relevant landowners, the Class 2(g) rights are necessary to enable the Applicant to comply with requirements 5(3), 7(3) and/or 13.
7. However, if the Examining Authority's preference is for the Class 2(g) rights to be removed then the definition of the maintenance period in Article 29(11) will need to be amended to give the Applicant the ability to access the land as necessary to comply with requirements 5(3), 7(3) and/or 13. The Applicant does not have any powers under the Electricity Act 1989 to enter land to undertake landscaping maintenance works that do not relate to the operation and use of the overhead line.
8. Article 29(11) of the version of the Draft DCO submitted for Deadline 9 includes following amended definition:

*In this article "the maintenance period" means the period of 5 years beginning with the date of final commissioning except where—*

SP Manweb: Appendices to the Applicant's Oral Summary to the Compulsory Acquisition Hearing held on 9<sup>th</sup> December– Deadline Nine Document Submission

*(a) - the authorised development is landscape planting or reinstatement planting where “the maintenance period” means such period as is agreed between the undertaker and the relevant planning authority pursuant to requirement 5(1) and requirement 7(2) beginning with the date on which that part of the landscape planting or reinstatement planting is completed provided that such period shall not exceed 7 years; or*

*(b) - the authorised development is the laying of hedgerows pursuant to paragraph 2.7.4 of the hedgerow management plan where “the maintenance period” means a period of 15 years beginning with the date on which that part of the hedgerow is first planted.*

9. If the Examining Authority is content with the above amendments to the definition of the maintenance period then the Applicant will remove the Class 2(g) rights in the next version of the Book of Reference for both Option A and Option B. If not, the Applicant will need to retain its Class 2(g) rights as shown in the Book of Reference V.3 (Examination Library Reference REP6-018 and REP6-20).
10. The Applicant considers that it has reduced the Class 2 rights in so far as possible. All remaining Class 2 rights are necessary to enable the scheme to be delivered.

#### **Appendix 4 – Action Point 4**

The Applicant is to amend Article 33 of the draft DCO to include a reference to the local Planning Authorities and to address NRW concerns.

This amendment has been made in the revised version of the DCO submitted for Deadline 9.

## **Appendix 5 – Action Point 5**

The Applicant is to provide a written summary of the oral representation that they gave in response to agenda item 4.6 including an update on negotiations.

### *Dwr Cymru Welsh Water (DCWW)*

1. DCWW and SP Manweb have reached agreement on the DCWW protective provisions at Part 2 of Schedule 9 to the draft Order (v.4).
2. DCWW and SP Manweb will be completing an agreement with respect to the level of acceptable insurance that SP Manweb will provide to DCWW for the purposes of Part 2 of Schedule 9 to the Order imminently. Upon completion of the agreement, DCWW will be corresponding with the Examining Authority to confirm the above and that it will not be making any future representations objecting to the draft Order or to any provision of the draft Order.

### *NRW and the relevant planning authorities*

1. NRW communicated with SPM on 3 December 2015 that it would not agree to the disapplication of legislation provisions in draft article 33 of the DCO. On the 4 December 2015 SPM communicated with NRW that it reluctantly accepted its position and would remove from the DCO those parts of article 33 as they apply to NRW and Part3 of Schedule 9, again as it applies to NRW. This has been updated in the draft DCO submitted for Deadline 9 (Option A and Option B).
2. At the hearings NRW made representations that it was not the consenting authority under Section 23 of the Land Drainage Act 1991 and that the relevant planning authorities were. SP Manweb committed to amending the protective provisions for the benefit of NRW so that they included the relevant planning authorities. These amendments were included in the DCO submitted on 16 October (v.3). (Examination library reference: REP3 – 031)
3. CCBC has now agreed the disapplication provisions and the protective provisions. This will shortly be recorded in a SoCG.
4. DCC has also agreed the disapplication provisions and the protective provisions. A SoCG with DCC has been signed by the parties and is provided in the DL9 submission.

## **Appendix 6 – Action Point 6**

The Applicant is to provide a summary document which provide an updated list of the progress of negotiations on Voluntary Agreements including where Heads of Terms have been agreed.

SP Manweb has produced a summary list of the status of landowner and Part 3 negotiations, which is provided with this Appendix. Also produced is a summary version of the Landowner Table of Negotiations submitted for Deadline One (Examination Library Reference REP1-075), which has been submitted separately to this Appendix (see reference SPM NWWFC DL9 Day 2 AP6).

## Part 1 and Part 2 Interests

	Agreements in Principle (Subject to the granting of the DCO and compensatory matters)	Hots agreed (In Principle)	Hots (In discussion)	In Discussions	No action required
The Welsh Ministers			x		
Natural Resources Wales (as agent on behalf of the Welsh Ministers)			x		
THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN Coal Authority		x			x
Richard Glynn Jones (also on behalf of Iona Wyn Jones)				x	
Iona Wyn Jones				x	
Tir Mostyn & Foel Goch				x	
Ellis Pritchard (Melin Wynt Hafody Ddu Cyf)				x	
Denbighshire County Council				x	
Dewi Wyn Wilkinson	x				
David Gwynfryn Davies				x	
Dorothy Margaret Williams		x			
Annie & Eric Gwyn Edwards				x	
Elwyn Rheon Evans				x	
Berwyn Maelor Roberts				x	
Iwan Thomas Jones & Helen Margaret Jones				x	
Nerys Jones & Glenys Mary Jones				x	
John Evan Davies				x	
Geraint Ames				x	
Helen Morris Parry				x	
Marian Jones				x	
Tudur Jones				x	
Thomas Mark Wynne Burton Smith (and on behalf of Berit Christine Smith)				x	
Emlyn & Nicola Davies				x	
John Trefor Williams & Anwen Williams	x				
Janie Wynne Smith				x	
Arwyn Lloyd Jones, Dewi Clwyd Jones & Jonette Lloyd Jones				x	
Conwy County Council	x				
Gareth Evans & Lowri Evans				x	
Executor of the estate of Humphrey Adams Jones (Deceased)				x	
Neville Hughes				x	
Emyr Wynne Hughes, Euros Wnne Hughes, Pamela Ann Hughes				x	
Iwan Wynne Jones (John Gwynfor Jones & Meinir Hedd Jones)				x	
Yvonne Proudlock				x	
Hefin Wynne Hughes				x	
Hywel Meirion Jones				x	
Mena Vaughan Lloyd, Peter Lloyd and Philip Lloyd				x	
Thomas Lloyd Griffiths				x	
Simon Peter White				x	
David E Jones				x	
HB Jones & DG Jones				x	
Meilir Owain Jones				x	
David Arwyn Roberts				x	
John Mars Jones, Eleanor Iona Jones, Richard Mars Jones				x	
Joanne Adey & Michael Adey			x		
Dilys Roberts (Gareth & Suzanne Roberts)				x	
Iwan Rhodri Wynne				x	
Maelor Evans				x	
Aled Alun Owen & Carol Ann Owen				x	
Dafydd Richard Owen & Elen Mai Owen				x	
Sir David Watkin Williams Wynn (Cefn Estate & Trustees)		x			
Arthur Elwy Morris Owen					
Rhyl & St Asaph Angling Association	x				
Hugh Morris Parry				x	
Huw Lloyd Evans & Robert John Lloyd Evans (G Lloyd Evans & Sons)				x	

### Part 3 Interests

	Agreements in Principle (Subject to the granting of the DCO and compensatory matters)	Agreement in Principle Letter signed and returned	In Discussions	No response	No action required
Brynbach Limited	x				
RWE Innogy	x				
Richard Glynne Jones			x		
Dwr Cymru Cyfyngedig			x		
SP Manweb PLC					x
Denbighshire County Council		x			
Robert Evan Morris		x			
Kathryn Margaret Banks				x	
Dorothy Margaret Williams		x			
David Ellison Tyrer & Gillian Doreen Tyrer	x				
Nerys Jones			x		
Joanne Elizabeth Morris & Barri Wyn Morris				x	
Hywel Edwards & Ann Edwards		x			
Philip Ernest George Ross				x	
Janie Wynne Smith			x		
John Trefor Williams				x	
Andrew Houghton & Debora Marie Houghton		x			
Emyr Wynne Hughes			x		
Euros Wynne Hughes			x		
Pamela Ann Hughes			x		
Hefin Wynne Hughes			x		
Arwyn Lloyd Jones			x		
Jonette Lloyd Jones			x		
Dewi Clwyd Jones			x		
Jennifer Lawson				x	
Alun William Humphreys & Pauline Humphreys		x			
Diane Christine Queen				x	
Simon Peter White			x		
Yvonne Proudlock			x		
David Arwyn Roberts			x		
Meilir Owain Jones			x		
Sir David Watkin Williams Wynn & Cefn Estate Trustees		x			
Rhyl & St Asaph Angling Association			x		
Amber Real Estate Investments Limited				x	

### **Appendix 7 – Action Point 8**

The Applicant is to consider revising Schedule 8 to provide further details of the purpose for which temporary possession may be required (column 3)

This amendment has not been made to the revised version of the DCO submitted for Deadline 9. The explanation of why this amendment has not been made is included in the explanatory text at the front of the DCO. Please refer to this text.

## Appendix 8 – Action Point 9

The Applicant is to submit a table identifying the brown land plots.

The Plots on the Land Plans that include access rights for the construction, operation, maintenance and decommissioning phase being sought are shown as brown. TerraQuest have compiled the table below which identifies each of those plots and the Classes associated with each plot:

Brown Access Plot	Classes from Book of Reference
13B	Class 1 c, d, e, f, g, h, i
24D	Class 1 c, d, e, f, g, h, i
24E	Class 1 c, d, e, f, g, h, i
24F	Class 1 c, d, e, f, g, h, i
31D	Class 1 c, d, e, f, g, h, i
31E	Class 1 c, d, e, f, g, h, i
52C	Class 1 c, d, e, f, g, h, i
52D	Class 1 c, d, e, f, g, h, i
94E	Class 1 c, d, e, f, g, h, i
94F	Class 1 c, d, e, f, g, h, i
95	Class 1 a, c, d, e, f, g, h, i and Class 2 c, d, e, f, g, h, i, j
95A	Class 1 c, d, e, f, g, h, i
98D	Class 1 c, d, e, f, g, h, i
99D	Class 1 c, d, e, f, g, h, i
101D	Class 1 c, d, e, f, g, h, i
101E	Class 1 c, d, e, f, g, h, i
105D	Class 1 c, d, e, f, g, h, i
107D	Class 1 c, d, e, f, g, h, i

All plots noted above include Class 1 c to i which grants access rights for each phase of the development.

## **Appendix 9 – Action Point 10**

The Applicant is to provide an explanation as to why they consider a deed of surrender is not practicable or supported by them.

In the event that any Class 1 rights are compulsory acquired (either by using the notice to treat/notice of entry method or a general vesting declaration) then these rights will be permanent rights and compensation will be payable to the landowner for such permanent rights.

Once the authorised development has been decommissioned the rights will be "spent" and SP Manweb will not be able to exercise the rights going forward.

In voluntary agreements for utilities, it is common to include a provision enabling the landowner to request a deed of surrender from the utility operator once the apparatus has been decommissioned. This enables landowners that are concerned about having "spent" rights registered on their title to have the rights removed. SP Manweb is willing to include such a provision in any voluntary agreement if requested by the landowner.

In order to remove the rights from the title to the land, a deed of surrender or deed of release would need to be entered into with the landowner. It is not possible for SP Manweb to enter into a deed of surrender unilaterally and register it at the Land Registry.

It would be very onerous and inappropriate for SP Manweb to be obliged to approach and negotiate a deed of surrender for every landowner in circumstances where SP Manweb could not exercise the rights going forward and where the landowners will have been paid compensation for the rights.

There is no legal requirement to surrender or release "spent" rights on decommissioning. As far as SP Manweb is aware a requirement to surrender such rights and remove them from the registered title at the Land Registry has not been included in any other made DCO. SP Manweb is not aware of any similar obligations being imposed in compulsory purchase orders made under the Electricity Act 1989.

SP Manweb therefore considers it unnecessary, unjustified and inappropriate to include a provision within the DCO obliging SP Manweb to enter into an agreement with the landowner to surrender the rights. The landowners will be compensated for the easement.

**Appendix 10 – Action Point 11**

The Applicant and Mr Bibby are to agree the details of plot and pole numbers for the following affected persons listed in the ExA's table of interested parties who are objecting to the CA of rights, and provide updated details to the Panel:-

Line 8 – Mr D G Davies

Line 12- Mrs J Lloyd Jones

Line 13 –Mr D C Jones

Line 14 – Mr A A Owen and Mrs C A Owen

**Action Points from the Compulsory Acquisition Hearing in relation to the Compulsory Acquisition of rights and the imposition of restrictions over land in relation to Option A (the original application) which took place on Wednesday 9 December 2015.**

**Action Number 11**

**The Applicant and Mr Eifion Bibby of Davis Meade Property Consultants are to agree the details of plot and pole numbers for the following affected persons listed in the ExA's table of interested parties who are objecting to the CA of rights, and provide updated details to the Panel:-**

- Line 2- Mrs CA Owen**
- Line 8 – Mr D G Davies**
- Line 12- Mrs J Lloyd Jones**
- Line 13 –Mr D C Jones**
- Line 14 – Mr A A Owen**
- Line 20- Mr EW Hughes, Mrs PA Hughes & Mr EW Hughes**

1.1 Second written question 11.1a stated as follows:

*The Panel has prepared a schedule of Interested Parties and Affected Persons that have objected to the compulsory acquisition (CA) of rights over land in their representations. The Panel proposes to keep this schedule updated during the remainder of the Examination.*

*(a) Please could the Applicant, Interested Parties and Affected Persons and their agents and provide any changes or additions that they consider should be made to it (by tracked changes or provision of a note submitted by the 18 November); and*

*(b) please could the Applicant assist with populating the columns identifying land plots and pole numbers.*

1.2 SP Manweb and Mr Eifion Bibby both submitted revised versions of the tables for Deadline 6 (Examination Library References REP6-036 and REP6-003 respectively). SP Manweb then reviewed the annotated table prepared by Mr Bibby in response to Second Written Question 11.1(a) and identified five discrepancies between the table produced by Mr Bibby and that produced by SP Manweb. This was submitted at Deadline 7 (REP7-005). Both parties have now met and discussed such discrepancies and reached agreement as to how the table should be drafted and finalised, as outlined below:

<b>Row/Line Number and</b>	<b>Discrepancy Identified by SP Manweb submitted at Deadline 7</b>	<b>Eifion Bibby Comments on the applicants response to second round of written questions (Late Submission</b>	<b>Agreed Position</b>
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Interest		Deadline 7), published on 9 December 2015	
<b>Mr A A Owen and Mrs C A Owen (Lines 2 and 14)</b>	Mr Bibby has added AA Owen as an Interested Party Name. As RR-071 only references CA Owen, it is SP Manweb's view that it is not necessary to insert such an interest into this row. AA Owen's interest is summarised in Row 14 of the table.	Duplication noted. However Mr AA Owen is a joint owner with Mrs CA Owen. To avoid duplications of correspondence when making original representations a Planning Inspector representative suggested using one name when multiple owners or tenants existed.	The parties have agreed that in the "Notes (for example if an objection is withdrawn)" column, to insert the following wording, "Mr AA Owen (see row 14) is a joint owner with Mrs CA Owen. To avoid duplication of representations, when making original representations the Planning Inspectorate case officer recommended utilising one name, where multiple names existed in a household. As such, whilst the relevant representation relates only to Mrs CA Owen, the representation expresses the views of Mr AA Owen".
<b>Mr D G Davies (Line 8)</b>	David Gwynfryn Davies does not have an interest in plot 12, which is where pole 26 is located. As such, it is SP Manweb's view that pole 26 should not be referenced next to this interest	From our interpretation of information received from Scottish Power we have considered that Plot 12 does apply to the subject interested party and pole 26 straddles our client and a neighbouring property owner's boundary.	The parties have agreed that in the "Notes (for example if an objection is withdrawn)" column, to insert the following wording, "On the Works Plans, whilst Pole 26 is extremely close to the boundary of Plot 12 (approximately two metres), it is not shown as being within Plot 12. It is however acknowledged that the structures are double wooden poles and they are in an indicative location within the Limits of Deviation. As such, depending on the final location of the structures one of the poles could be placed within Plot 12".
<b>Mr D C Jones and AL Jones (Lines 12 and 13)</b>	Mr Bibby has included DC Jones and AL Jones within Row 12. SP Manweb's view is that this is already included within Row 13 and it is not necessary to insert this into another Row, as all interests have already been reflected in the annotated table provided by SP	Relevant Representation 72 refers to JL Jones as interested party. However property owned jointly by the aforesaid and Messrs. DC & AL Jones. To avoid duplications of correspondence when making original representations a Planning Inspectorate representative	The parties have agreed that in the "Notes (for example if an objection is withdrawn)" column, to insert the following wording, "Messrs DC and AL Jones also own this property jointly with JL Jones (see row 13). To avoid duplication of representations, when making original representations the

	Manweb.	<p>suggested using one name when multiple tenants or owners existed.</p> <p>RR58 applies to a separate interest being a sole tenancy appertaining to Mr DC Jones.</p>	<p>Planning Inspectorate case officer recommended utilising one name, where multiple names existed in a household. As such, whilst the relevant representation relates only to JL Jones, the representation expresses the views of Messrs DC and AL Jones.</p> <p>Relevant representation numbered 58 relates to a separate sole tenancy interest in the name of Mr DC Jones".</p> <p>Relevant Representation 58 (Line 13) applies to a sole tenancy appertaining to Mr DC Jones".</p>
<b>Mr A A Owen and Mrs C A Owen Lines 14 and 15)</b>	Mr AA Owen has been included within this Row 15, however SP Manweb consider this interest is already fully documented in Row 14, as already explained. Furthermore, Mr Bibby lists pole 188 (plot 98), albeit this pole is not located within AEM Owen's land.	<p>(i) It transpires that poles 108 and 109 apply to a joint tenancy interest involving Messrs AA &amp; AEM Owen. This is a separate tenancy to that applicable to plots 99 and 100.</p> <p>(ii) Mr AA Owen interest applicable to Line 14 applies to a distinct tenancy.</p> <p>(iii) The comment regarding Pole 188 is noted. However the stays appear to straddle the boundary into Plot 99.</p>	<p>The parties have agreed that in the "Notes (for example if an objection is withdrawn)" column, to insert the following wording:</p> <p>"Poles 108 and 109 relate to a joint tenancy interest involving Messrs AA &amp; AEM Owen. This is a separate tenancy than that referenced in the Book of Reference at plots 99 and 100.</p> <p>Line 14 relates to a tenanted interest solely applicable to Mr AA Owen. On the Works Plans, whilst Pole 188 is extremely close to the boundary of Plot 99 (approximately five metres), it is not shown as being within Plot 99. It is however acknowledged that the structures are double wooden poles and they are in an indicative location within the Limits of Deviation. As such, depending on the final location of the structures one or</p>

			both of the poles (or stays) could be placed within Plot 99".
<b>Mr EW Hughes, Mrs PA Hughes &amp; Mr EW Hughes (Line 20)</b>	Mr Bibby has written that poles 204-213 are those poles on the land of EW, PA and EW Hughes. SP Manweb considers that this is not correct; the Hughes do not have any interest in relation to these poles. Such poles listed do not match the plot numbers included by Mr Bibby	Mr Bibby has acknowledged that a misprint exists. The correct poles are confirmed as 103-107 & 111-112.	<p>The parties have agreed that in the "Notes (for example if an objection is withdrawn)" column, to insert the following wording:</p> <p>"On the Land Plans, whilst Pole 117 is extremely close to the boundary of Plot 56 (approximately 1.2 metres from the northern fence line and 4.8 metres from the western fence line), it is not shown as being within Plot 56. It is however acknowledged that the structures are double wooden poles and they are in an indicative location within the Limits of Deviation.</p> <p>SP Manweb, in its negotiations relating to voluntary agreements and compensation, has undertaken the exercise of seeking to identify where the full structure will be located. In the indicative plans provided to Mr Eifion Bibby as part of that negotiation exercise, it transpires that at least one of the two wooden poles and /or associated stays (applicable to Poles 117) may fall within plot 56".</p>

## **Appendix 11 – Action Point 12**

The Applicant to provide a written response on how they propose to manage hedge laying where the hedge has failed and it requires laying at a later date than other hedges and how this is to be managed and secured in the DCO.

In accordance with Requirement 6 of the DCO, within the first five years of any (including that relating to hedgerows), where any tree or shrub planted as part of the landscape planting under requirement 5 or the reinstatement planting under requirement 7 (including new trees), within a period of 5 years fails, it must be replaced by SP Manweb in the first available planting season with a specimen of the same species and size as that originally planted. This is a standard Requirement that has been utilised on a wide range of infrastructure schemes across England and Wales. The five year period takes account of the fact that it allows for any failed plants to be replanted or reinstated at the stage where they are most likely to require some form of maintenance. After the five year period, whilst it is SP Manweb's view that it is unlikely there would be failure of planted or reinstated hedgerows, should this occur it would be the responsibility of the landowner to include within his claim for compensation such replanting or reinstatement requirements and, as such, the responsibility of replanting or reinstatement lies with the landowner after the five year period.

SP Manweb has committed to the laying of hedgerows at a 10-15 period within the Outline Hedgerow Management Plan, which is secured through Requirement 13 of the draft DCO. As SP Manweb explained in the Compulsory Acquisition Hearing on 9<sup>th</sup> December 2015, when the hedge laying is required after 10 years, SP Manweb will use the sum allocated from the milestone payment to secure an independent contractor (which may or may not be the same contractor) to undertake the necessary maintenance. Should part of a hedgerow have been replanted between the five and ten year period by the landowner, SP Manweb will seek to lay the hedgerow when it is most suitable to do so, which is likely to take place towards the end of the 10-15 year period, in order to allow the plant to grow to its fullest extent possible.