

WIRRAL COUNCIL

DELEGATED DECISION

SUBJECT:	LAND IN MEOLS (THE CARRS) – NATIONAL GRID WESTERN HVDC LINK SCHEME – AGREEMENT
WARD/S AFFECTED:	HOYLAKE & MEOLS
REPORT OF:	ACTING DIRECTOR OF LAW, HR & ASSET MANAGEMENT
RESPONSIBLE PORTFOLIO HOLDER:	COUNCILLOR ADRIAN JONES - CORPORATE RESOURCES
KEY DECISION?	NO

1.0 EXECUTIVE SUMMARY

- 1.1 The report seeks approval of the terms of a proposed tripartite Agreement to grant an Easement (“the Agreement”) between the Council and National Grid Electricity Transmission plc (National Grid) and the Councils tenant that will limit rights to lay and maintain cables which would otherwise be granted under the National Grid (Western HVDC Link: Leasowe, Wirral to Connahs Quay, Flintshire) (Number Two) Compulsory Purchase Order 2012 (“the CPO”) where it affects agricultural land North of Birkenhead Road in Meols, known as The Carrs.
- 1.2 The Western HVDC Link project was first reported to Cabinet on 12 January 2012. Approval to enter into an agreement relating to Leasowe Common, was obtained from the licensing, Health & Safety and General Purposes Committee on 25 September 2012 and by way of a Delegated Decision of the Member for Corporate Resources on 9 January 2013 and approval to enter into agreements relating to Leasowe Foreshore and Wallasey Embankment was obtained by way of the said Delegated Decision of the Member for Corporate Resources made on 9 January 2013.
- 1.3 The report contains exempt information, set out in Appendix 1, which could potentially prejudice National Grid’s position in respect of agreements it has negotiated with other landowners.

2.0 BACKGROUND AND KEY ISSUES

- 2.1 A Cabinet report dated 12 January 2012 provides background to the HVDC (High Voltage Direct Current) cable scheme. The transfer of renewable energy from Scotland to the rest of mainland UK requires a new high voltage link and the most expedient way to fulfil this requirement is to run a cable through the Irish Sea to a sub-station site at Connahs Quay. The best landfall has been identified as Leasowe Foreshore.
- 2.2 On 12 January 2012 Cabinet endorsed the proposed cable route through the Wirral. The Council land and assets affected are at Leasowe Foreshore, Wallasey Embankment (sea defence), Leasowe Common, a track and agricultural land in Meols, and Arrowe Park Golf Course. Whilst Council Officers have been engaged in negotiations over the terms of the Agreement with National Grid since September 2011, the Cabinet decision also included authority to appoint Fisher German Chartered

Surveyors (formerly Denton Clark), who were instructed to provide further advice and negotiate financial terms for and on behalf of the Council.

- 2.3 **CPO 1** – On 28 August 2012 the Council was put on notice of the making of a Compulsory Purchase Order dated 23 August 2012, the National Grid (Western HVDC Link: Leasowe, Wirral to Connahs Quay, Flintshire) Compulsory Purchase Order 2012 (“CPO 1”). Where it affects Wirral Council, CPO 1 seeks cable laying rights at Arrowe Park Golf Course and Agricultural Land in Meols. This CPO was withdrawn by National Grid and subsequently replaced by an updated version,
- 2.4 **CPO 2** – On 12 September 2012 the Council was put on notice of the making of a Compulsory Purchase Order dated 7 September 2012 titled the National Grid (Western HVDC Link: Leasowe, Wirral to Connahs Quay, Flintshire) (Number Two) Compulsory Purchase Order 2012 (“CPO 2”). National Grid posted public notices in newspapers and on site, served notice on persons with potential interest in the land and a copy of CPO2 and map was deposited at Moreton Library and Heswall Library for consideration by members of the public.
- 2.5 The Council has formally objected to the CPO on the basis it may interfere with the management of this agricultural land, which is subject to lease agreements for the grazing of horses.
- 2.6 The proposed rights to be granted under the CPO are general in nature and in the event of it being confirmed by the Secretary of State then such rights could potentially impact upon the Councils duties and responsibilities towards the management of the tenanted land. The Agreement once completed would protect the Councils position in this regard. It should be noted that if the Council does not enter into the Agreement, National Grid would seek confirmation of the CPO without the Agreement being in place and if confirmed, National Grid would vest such general rights in order deliver its Scheme.
- 2.7 Referring to the attached plan, the Easement Strip, the area within which cables are proposed to be laid (“the Works”), is shown shaded black. National Grid will also need access to the Works and this has been shown by cross-hatching. The works at the Carrs will commence in Spring / Summer 2013 and will be complete and fully reinstated by Summer 2014. Preparatory works to mitigate the effect of the works on wildlife have already taken place under separate licence dated 11 February 2013 by removing a hedgerow and scrubland upon parts of the proposed Easement Strip.
- 2.8 The main provisionally agreed terms of the Agreement are as follows:
 - i. The Easement Strip is shown shaded black on the attached plan
 - ii. National Grid will need to retain access rights either side of the easement strip and this is shown by cross-hatching on the attached plan
 - iii. Consideration – £exempt appendix 1
 - iv. Costs - National Grid will pay the Council’s reasonable Legal fees of £exempt appendix 1
 - v. Costs - The Council’s (in-house) Surveyor costs of £exempt appendix 1 are to be met by National Grid for this agreement
 - vi. Costs - Fisher German – the consultant surveyors fee will be met by National Grid under a recognised fee scale scheme - National Grid’s Payment Schedule for Surveyors (2011 Edition)

- vii. Reinstatement is to be to the satisfaction of the Council and the Council's tenant.
- viii. National Grid will indemnify the Council and the Council's tenant against all claims arising out of the works

2.10 The Council's tenant has accepted the terms of the Agreement and the Agreement is at present in the process of being executed in anticipation of Member approval.

2.11 There is a legal duty to have regard to the requirements of recently updated Habitats Regulations, which set out objectives for the conservation, maintenance and re-establishment of a sufficient diversity and area of habitat for wild birds in designated sites of European importance. The North Wirral Foreshore is identified as one such site (a proposed Special Protection Area, or pSPA), and terrestrial areas in North Wirral are known to provide supporting habitat to this and other designated sites around the Wirral Coastline. In this instance, the Local Authority is the 'Competent Authority' defined in the Habitat Regulations, and so before giving any consent, permission or other authorisation for, a plan or project which is likely to have a significant effect on a European site (either alone or in combination with other plans or projects), must make an appropriate assessment of the implications for that site in view of that site's conservation objectives.

2.12 Given the above, Merseyside Environmental Advisory Service (MEAS) has carried out the necessary screening assessments on behalf of the Local Authority, the findings of which will be incorporated within the final agreement, as necessary. National Grid has put forward a programme of mitigation measures, including restrictions on the timing of works, in order to satisfy the findings of the Assessment.

2.13 The Agreement will be implemented in two stages. The first is effectively an option agreement that will afford National Grid access to carry out surveys and measures. At this stage National Grid will pay the Council 50% (£exempt appendix 1) of the Consideration. National Grid wish to sign the Agreement as soon as it is practical once the terms have been authorised by the Council. When the contractor is ready to install the cables, National Grid will make available any amended final plans and will implement the option to complete the Easement, paying the remaining 50% (£exempt appendix 1) of the Consideration.

2.14 Fisher German, the Councils consultant surveyor, advises the Consideration is the best obtainable.

3.0 RELEVANT RISKS

3.1 That rights granted under the CPO could potentially interfere with the Councils duty to manage the land north of Birkenhead Road in Meols (The Carrs), unless an agreement limiting the effect of the Order is entered into.

4.0 OTHER OPTIONS CONSIDERED

4.1 None

5.0 CONSULTATION

5.1 CPO documentation was deposited at Moreton Library and Heswall Library by National Grid for consideration by the General Public.

5.2 A public consultation strategy has been developed by National Grid. This has included an exhibition at Moreton Community Centre in February 2011 and attendance at Area Forums affected by the scheme in June 2012. Pre-installation public information events

have been held at Hoylake Community Centre and Pensby Church Centre (St Michaels & All Angels) in April 2013. In some instances consultation meetings have been organised with specific user groups.

- 5.3 A Western HVDC Project Team has been established consisting of officers from Parks and Countryside, Asset Management, Highways, Planning and Coastal Defence, meeting with senior representatives from National Grid on a regular basis to broadly discuss proposals and the consultation process. More detailed discussions and meetings have been held with relevant officers when appropriate.

6.0 IMPLICATIONS FOR VOLUNTARY, COMMUNITY AND FAITH GROUPS

- 6.1 There are no implications for voluntary, community and faith organisations.

7.0 RESOURCE IMPLICATIONS: FINANCIAL; IT; STAFFING; AND ASSETS

- 7.1 There are no resource implications arising directly out of this report.
- 7.2 The Council will receive a capital receipt totalling £exempt appendix 1 in consideration for the Agreement. Payment will be in two stages, with 50% (£exempt appendix 1) by way of an option fee and the remaining 50% (£exempt appendix 1) when the Easement is drawn down before cable installation.
- 7.3 National Grid will pay the Councils reasonable Legal fees of £exempt appendix 1
- 7.4 National Grid will pay the Council's (in-house) Surveyor costs of £exempt appendix 1 for negotiating the agreement.
- 7.5 Fisher German's fees will be paid by National Grid – this is standard practice for schemes where compulsory powers are available
- 7.4 The Western HVDC Project Team / other Officer time is covered from existing resources.

8.0 LEGAL IMPLICATIONS

- 8.1 Officers are advising on the Compulsory Purchase Order and involved in the negotiation of the Agreement.
- 8.2 Merseyside Environmental Advisory Service (MEAS) has carried out the necessary screening assessments on behalf of the Local Authority, the findings of which will be incorporated within the final agreement.

9.0 EQUALITIES IMPLICATIONS

- 9.1 Has the potential impact of your proposal(s) been reviewed with regard to equality?
- (b) No because there is no relevance to equality.

10.0 CARBON REDUCTION IMPLICATIONS

- 10.1 There are no direct Carbon Reduction implications arising from this report.

11.0 PLANNING AND COMMUNITY SAFETY IMPLICATIONS

- 11.1 National Grid has indicated that the laying of the cable is classified as Permitted Development, however, the finalised details have not been submitted to confirm this. Even if the ultimate development qualifies as Permitted Development, National Grid

must apply to the Local Planning Authority for approval in accordance with s73 and s75 of the Habitat Regulations (SI 2010 No. 490).

11.2 Under the terms of the Habitat Regulations, the Local Authority, as the Competent Authority, must make an appropriate assessment of the implications for nature conservation objectives relating to a European Site and its supporting habitat, which in this case includes the land at the Carrs, before any consent or authorisation is given for the proposed project.

11.3 Merseyside Environmental Advisory Service (MEAS) has carried out the necessary screening assessments on behalf of the Local Authority, the findings of which will be incorporated within the final agreement. The Habitat Regulations Assessment will also consider the implications of the underground cable route through Wirral.

12.0 RECOMMENDATION/S

12.1 That the Agreement relating to works affecting land north of Birkenhead Road in Meols (The Carrs) be entered into on the terms reported, subject to agreed mitigation measures that will satisfy the findings of the Habitat Regulations Assessment referred to in the report.

13.0 REASON/S FOR RECOMMENDATION/S

13.1 The proposed Agreement will limit the effect of National Grid's Compulsory Purchase Order where it impacts on land north of Birkenhead Road in Meols (The Carrs).

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APPENDICES

Appendix 1 – Exempt Information

REFERENCE MATERIAL

WESTERN LINK HIGH VOLTAGE DIRECT CURRENT (HVDC) LINK PROJECT - Cabinet report and appendices - 12 January 2012

HABITATS REGULATIONS ASSESSMENT – Western HVDC Link Southern Point Connection – 15 January 2013

SUBJECT HISTORY (last 3 years)

Council Meeting	Date
1. CABINET	12 January 2012
2. Licensing, Health & Safety and General Purposes Committee (Agreement relating to Leasowe Common)	25 September 2012
3. Delegated Decision of the Member for Corporate Services (Agreement relating to Leasowe Foreshore)	9 January 2013

Equality Impact Assessment Toolkit (from May 2012)

Section 1: Your details

EIA lead Officer: Mike Penny
Email address: mikepenny@wirral.gov.uk
Head of Section: Ian Brand
Chief Officer: Surjit Tour
Department: Law HR & Asset Management
Date: 23 April 2013

Section 2: What Council proposal is being assessed?

LAND IN MEOLS (THE CARRS) – NATIONAL GRID WESTERN HVDC LINK SCHEME – AGREEMENT

Section 2b: Will this EIA be submitted to a Cabinet or Overview & Scrutiny Committee?

~~Yes~~ / No

If 'yes' please state which meeting and what date

Delegated Cabinet Decision – Member for Corporate Services – Cllr Adrian Jones

Please add hyperlink to where your EIA is/will be published on the Council's website (see your Departmental Equality Group Chair for appropriate hyperlink)

.....

Section 3: Does the proposal have the potential to affect..... (please tick relevant boxes)

- Services**
- The workforce**
- Communities**
- Other** (please state eg: Partners, Private Sector, Voluntary & Community Sector)
The general Public and the Council's obligations to manage its coastal flood defences and its Common Law duty of care in relation to Wallasey Embankment

If you have ticked one or more of above, please go to section 4.

- None** (please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 4: Does the proposal have the potential to maintain or enhance the way the Council (please tick relevant boxes)

- Eliminates unlawful discrimination, harassment and victimisation
- Advances equality of opportunity
- Fosters good relations between groups of people

If you have ticked one or more of above, please go to section 5.

- No** (please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 5:

Could the proposal have a positive or negative impact on any of the protected groups (race, gender, disability, gender reassignment, age, pregnancy and maternity, religion and belief, sexual orientation, marriage and civil partnership)?

You may also want to consider socio-economic status of individuals.

Please list in the table below and include actions required to mitigate any potential negative impact.

Which group(s) of people could be affected	Potential positive or negative impact	Action required to mitigate any potential negative impact	Lead person	Timescale	Resource implications

Section 5a: **Where and how will the above actions be monitored?**

Section 5b: **If you think there is no negative impact, what is your reasoning behind this?**

Section 6: **What research / data / information have you used in support of this process?**

Section 7: **Are you intending to carry out any consultation with regard to this Council proposal?**

Yes / No – (please delete as appropriate)

If ‘yes’ please continue to section 8.

If ‘no’ please state your reason(s) why:

(please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 8: How will consultation take place and by when?

Before you complete your consultation, please email your preliminary EIA to equalitywatch@wirral.gov.uk via your Chief Officer in order for the Council to ensure it is meeting it's legal requirements. The EIA will be published with a note saying we are awaiting outcomes from a consultation exercise.

Once you have completed your consultation, please review your actions in section 5. Then email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for re-publishing.

Section 9: Have you remembered to:

- a) **Add appropriate departmental hyperlink to where your EIA is/will be published (section 2b)**
- b) **Include any potential positive impacts as well as negative impacts? (section 5)**
- c) **Send this EIA to equalitywatch@wirral.gov.uk via your Chief Officer?**
- d) **Review section 5 once consultation has taken place and sent your completed EIA to equalitywatch@wirral.gov.uk via your Chief Officer for re-publishing?**