

# **WIRRAL COUNCIL**

## **DELEGATED DECISION**

<b>SUBJECT:</b>	<b>ARROWE PARK COUNTRY PARK AND GOLF COURSE – NATIONAL GRID WESTERN HVDC LINK SCHEME – AGREEMENTS</b>
<b>WARD/S AFFECTED:</b>	<b>PENSBY &amp; THINGWALL</b>
<b>REPORT OF:</b>	<b>THE HEAD OF UNIVERSAL AND INFRASTRUCTURE SERVICES</b>
<b>RESPONSIBLE PORTFOLIO HOLDER:</b>	<b>COUNCILLOR ADRIAN JONES - CORPORATE RESOURCES</b>
<b>KEY DECISION?</b>	<b>NO</b>

### **1.0 EXECUTIVE SUMMARY**

- 1.1 The report seeks approval of the terms of a proposed Agreement to grant an Easement (“the Agreement”) between the Council and National Grid Electricity Transmission plc (National Grid) 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 Arrowe Park Golf Course and parts of Arrowe Country Park immediately adjacent to it.
- 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. Approval has also been obtained, by way of a Delegated decision of the Member for Corporate Services on 8 May 2013, to enter into an agreement in respect of agricultural land known as the Carrs in Meols.
- 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 land owned by the 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 could potentially interfere with the management of Arrowe Park Golf Course and Arrowe Country Park
- 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 Arrowe Park Golf Course and surrounding parts of Arrowe Country Park, along with members of golf clubs, golf societies and the general public's enjoyment of the same. 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 rights in order to 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.
- 2.8 National Grid have informed officers and golfing representatives that the main works at Arrowe Park will take place during the Summer of 2015 and will be complete, with an initial reinstatement, by early Autumn 2015. Preparatory works to mitigate the effect of the works on wildlife will take place in the Winter months and specific measures to protect Great Crested Newts (a Protected Species) will be put into place at an appropriate time prior to the main works. National Grid will be obliged to monitor the effectiveness of such measures.
- 2.9 The main provisionally agreed terms of the Agreement are as follows:

- i. The Easement Strip affects the southern most end of Arrowe Country Park, running east to west under 2 fairways and along one side of the fairway for hole 3 of the golf course (black shading on the attached plan)
- ii. National Grid will need to retain access rights either side of the easement strip, with an access point off Thingwall Road East (cross-hatched 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. National Grid will provide final details of the scheme for comment by Council Officers within a reasonable time frame before works commence (see also below)
- viii. Reinstatement is to be to the satisfaction of the Council
- ix. National Grid will indemnify the Council against all claims arising out of the works

2.10 Plans for the Works have been developed in consultation with the Council, the Friends of Arrowe Park and the Golf Clubs and Societies that use Arrowe park Golf Course. National Grid says it will install cable by a drilling method known as Horizontal Directional Drill under mature tree belts either side of the golf course and in an open trench that will run along one side of the fairway of hole 3. The hole will remain open throughout the duration of the works and National Grid has stated it will endeavour to keep interruptions to golfers to a minimum.

2.11 Access to the works will be from Thingwall Road East, to the South of Arrowe Park. National Grid envisages minimal disruption to traffic.

2.12 National Grid proposes to use the area known as the Paddock (see the attached plan) for temporary storage and welfare facilities associated only with the works on the golf course. The Agreement makes provision for a lease ("opted out Lease") of the Paddock area to be entered into between the Council and National Grid. One of the main terms of the opted out Lease is that it does not afford National Grid any security under the Landlord and Tenant Act 1954. The remaining main terms of this additional agreement are still under consideration. Council Officers and National Grid have provisionally agreed to explore the possibility of a "Legacy" reinstatement of the Paddock as a wild flower meadow. The consideration for this further agreement is still subject to negotiation. The Head of Universal and Infrastructure Services requests that the Member gives officers the authority to finalise the negotiations of and complete the proposed opted out lease on the most favourable terms.

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 Arrowe Country Park and Golf Course, along with the general public's enjoyment of the same, 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 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.
- 7.2 National Grid will pay the Councils reasonable Legal fees of £exempt appendix 1
- 7.3 National Grid will pay the Council's (in-house) Surveyor costs of £exempt appendix 1 for negotiating the agreement.

- 7.4 Consideration will be paid for the opted out lease at a Market Rent and in-house staff costs paid as appropriate, although at this stage there has been no provisional agreement reached.
- 7.5 Fisher German's fees will be paid by National Grid – this is standard practice for schemes where compulsory powers are available
- 7.6 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 and opted out Lease

## **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.
- 11.2 As indicated in previous reports, an assessment of the impacts of the proposed project (as a whole) for nature conservation objectives relating to European Sites (including the Mersey Estuary, Mersey Narrows, North Wirral Foreshore and Dee Estuary) and their supporting habitat has been made by the Local Authority as Competent Authority.
- 11.3 The conclusions of the Habitat Regulations Assessment undertaken was that there were no likely significant impacts to the European Sites, subject to mitigation measures on some parts of the route. This particular parcel of land at Arrowe Country Park is remote from the European Sites and supporting habitat, and as such no legal clauses or conditions are required to secure mitigation.

## **12.0 RECOMMENDATION/S**

- 12.1 That the Agreement relating to the works affecting Arrowe Country Park and Golf Course be entered into on the terms reported.
- 12.2 That officers be given authority to finalise the negotiations of and complete the agreement for the proposed opted out lease on the most favourable terms, exploring further the possibility of a reinstatement package as outlined 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 Arrowe Country Park and Golf Course.

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## **APPENDICES**

*(List and, if not attached, specify location – e.g. website and/or Group rooms.)*

## **REFERENCE MATERIAL**

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

## **SUBJECT HISTORY (last 3 years)**

<b>Council Meeting</b>	<b>Date</b>
<b>1. CABINET</b>	<b>12 January 2012</b>
<b>2. Licensing, Health &amp; Safety and General Purposes Committee (Agreement relating to Leasowe Common)</b>	<b>25 September 2012</b>
<b>3. Delegated Decision of the Member for Corporate Services (Agreement relating to Leasowe Foreshore)</b>	<b>9 January 2013</b>
<b>4. Delegated Decision of the Member for Corporate Services (Agreement relating to the Carrs, Meols)</b>	<b>8 May 2013</b>

## 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:** 15 May 2013

### Section 2: What Council proposal is being assessed?

ARROWE PARK COUNTRY PARK AND GOLF COURSE – NATIONAL GRID WESTERN HVDC LINK SCHEME – AGREEMENTS

**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](mailto: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](mailto: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.**

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

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:equalitywatch@wirral.gov.uk) via your Chief Officer for re-publishing?**