

THE OXFORDSHIRE COUNTY COUNCIL (DIDCOT GARDEN TOWN HIGHWAYS INFRASTRUCTURE – A4130 IMPROVEMENT (MILTON GATE TO COLLETT ROUNDABOUT), A4197 DIDCOT TO CULHAM LINK ROAD, AND A415 CLIFTON HAMPDEN BYPASS) COMPULSORY PURCHASE ORDER 2022

THE OXFORDSHIRE COUNTY COUNCIL (DIDCOT TO CULHAM THAMES BRIDGE) SCHEME 2022

THE OXFORDSHIRE COUNTY COUNCIL (DIDCOT GARDEN TOWN HIGHWAYS INFRASTRUCTURE – A4130 IMPROVEMENT (MILTON GATE TO COLLETT ROUNDABOUT), A4197 DIDCOT TO CULHAM LINK ROAD, AND A415 CLIFTON HAMPDEN BYPASS) (SIDE ROADS) ORDER 2022

THE CALLED-IN PLANNING APPLICATION BY OXFORDSHIRE COUNTY COUNCIL FOR THE DUALLING OF THE A4130 CARRIAGEWAY, CONSTRUCTION OF THE DIDCOT SCIENCE BRIDGE, ROAD BRIDGE OVER THE APPLEFORD RAILWAY SIDINGS AND ROAD BRIDGE OVER THE RIVER THAMES, AND ASSOCIATED WORKS BETWEEN THE A34 MILTON INTERCHANGE AND THE B4015 NORTH OF CLIFTON HAMPDEN, OXFORDSHIRE (APPLICATION NO: R3.0138/21)

PLANNING INSPECTORATE REFERENCE:

APP/U3100/V/23/3326625 and NATTRAN/SE/HAO/286 (DPI/U3100/23/12)

Rebuttal proof of evidence of

STEVEN JOHN MOON

(Negotiations and Acquisition)

1 SCOPE OF EVIDENCE

- 1.1 This Rebuttal Proof of Evidence has been prepared regarding Negotiations and Acquisition matters relating to the Proofs of Evidence submitted by Tim Broomhead (TB1) on behalf of the WE Gale Trust; Steven Sensecall of Carter Jonas (SS1) and Dean Swann of Brookbanks (DS1) on behalf of the Commercial Estates Group Limited and CEG Land Promotions II Limited; John Paton (JP1) on behalf of Thames Water Limited; and Matthew Trigg (MT1) of RWE Generation UK Plc.
- 1.2 The aim of this Rebuttal Proof of Evidence is to respond to a number of points that have not already been addressed in my main proof of evidence, to provide further clarification and to correct misapprehensions within evidence presented by other parties. I have sought to avoid unnecessary repetition of matters already addressed at length, with the ultimate intention of assisting the Inquiries. Where I do not respond to a point raised by another party, my lack of response should not be construed nor interpreted as agreement, unless explicitly stated so within this Rebuttal Proof of Evidence.

2 RESPONSE TO TIM BROOMHEAD (TB1) – TRUSTEES OF THE WE GALE TRUST

- 2.1 In the Proof of Evidence prepared by Tim Broomhead of Knight Frank on behalf of the Trustees of the WE Gale Trust (**TB1**) there are a number of points raised in respect of matters such as access, engagement, development potential, alternative locations and planning in respect of which this Rebuttal Proof of Evidence has been prepared to address or provide further clarification or evidence. Those specific points and my responses to them are detailed in my evidence below.
- 2.2 In his Proof of Evidence at paragraphs 21 and 39-49, Mr Broomhead has suggested that a lack of engagement from the Acquiring Authority has contributed to the failure to reach an agreement which would avoid the need for the use of compulsory purchase powers and has referred to limited engagement taking place prior to November 2022. As explained in my Proof of Evidence at 3.13 (**SM1**), due to the finalisation of the Scheme design, land plans confirming the exact extent of land and rights required for the Scheme were not able to be issued until November/December 2022. However, although it is accepted that the Acquiring Authority were unable to confirm the exact extent of land and rights required from the Objector until November 2022, it is my understanding that prior to this there had been significant engagement with the Objector from 2021 onwards. It is also my understanding that initial heads of terms for a voluntary agreement with the Objector were issued in March 2023 and that negotiations regarding the terms of such an agreement have continued since that time with terms being largely agreed save for some outstanding issues in December 2023. The main remaining point of contention being the prospective purchaser's insistence that plots 6/3d and 7/1a be removed from the Orders.
- 2.3 In his Proof of Evidence at paragraphs 4b and 35b, Mr Broomhead has stated that the proposed compound to be sited on plots 6/3d and 7/1a could have been located elsewhere without the need for the compulsory acquisition of land that is not otherwise required for highways purposes. However, this matter has already been addressed in the evidence of Andrew Blanchard on Technical Traffic and Highways Engineering for the A4130 Widening and Didcot Science Bridge sections of the Scheme (**AB1**). At paragraph 3.41 of his evidence Andrew has explained the purpose for which the plots are required and at paragraph 3.43 he has explained the reasoning and justification for the siting of the compound in this location. It is also noted that no further alternative locations have been identified or proposed by the Objector and as such the Acquiring Authority remains satisfied that the current location is the best solution in order to ensure that the Scheme can be delivered, and the public benefits that the Scheme delivers can be obtained within a reasonable timeframe.
- 2.4 At paragraphs 4c and 35c of his evidence, Mr Broomhead has also stated that the Acquiring Authority has provided no specifications setting out the requirements, or size, of the works compound. This matter has been addressed in paragraphs 3.1 to 3.2 of the further Rebuttal Proof of Evidence provided by Andrew Blanchard (**AB3**).
- 2.5 In addition, Mr Broomhead at paragraphs 8, 37-38, 56-57 and 61 has raised a number of points in respect of access and in particular concerning the importance that access to the Objector's retained land is maintained both during construction and on completion of the Scheme. This matter has previously been addressed in the Acquiring Authority's Statement of Case (CDR **L.1**) at paragraph 16.134 where it has confirmed that it has no intention of creating a circumstance whereby the landowner would be left without access to their retained land. At paragraph 16.135 of its Statement of Case the Acquiring Authority has also confirmed that it would grant a right of access to the landowner over their retained land in Order to allow them continued access to their retained land. Furthermore, in the evidence provided by Andrew Blanchard (**AB1**) at paragraphs 3.44-3.45 he has also addressed this matter and provided further confirmation that an appropriate right of access will be provided.
- 2.6 At paragraph 11a Mr Broomhead has also suggested that should the Orders be confirmed that they would require a covenant such that the Trustees and their successors in title will always have access to their retained land. However, as explained in paragraphs 4.223-4.224 of my

Proof of Evidence (**SM1**) and paragraph 16.125 of its Statement of Case, the Acquiring Authority has already confirmed that it would grant a right of access to the Objector if they had to exercise compulsory purchase powers and acquired plots 4c and 35c. I am informed that an easement would be the appropriate legal mechanism to provide this right and a covenant would not be the right legal mechanism.

- 2.7 As described in the evidence of Andrew Blanchard (**AB1**) at paragraph 3.45 an equivalent access to the Objectors existing access and a right of access across any land which remained in the ownership of the Acquiring Authority would be provided under the Scheme. In paragraphs 64-71 of his Proof of Evidence, Tim Broomhead has also described an alternative access arrangement previously put forward by the Objector in respect of their retained land. However, it should be noted that this proposed access arrangement would require planning permission and is over and above the existing agricultural access to the land as addressed in Bernard Greep's 'Note on Planning Matters' appended to this Proof of Evidence at appendix **SM4.2**.
- 2.8 In his Statement of Case, Mr Broomhead has suggested that in the 'no scheme' world the land would be capable of development. The evidence provided by Nick Diment also considers the development potential of the land. However, it is important to note that any such development would require an appropriate planning permission and that the existing agricultural access to the land would not support such development, as addressed in Bernard Greep's 'Note on Planning Matters' appended to this Proof of Evidence at appendix **SM4.2**. Furthermore, the Acquiring Authority considers that the Highways infrastructure which provides access to the land would be improved on completion of the Scheme and that this would not prevent the Objector's retained land from being developed, although it accepts that the Scheme may impact on the timing of such development coming forward. In relation to this it should also be noted that should the land be compulsorily acquired then the Objector would be entitled to submit a claim for compensation in accordance with the 'Compensation Code'.
- 2.9 In paragraphs 4d and 35d Mr Broomhead has suggested that as the Council is already engaging with the Objector with a view to agreeing a licence in respect of the occupation of plots 6/3d and 7/1a the compulsory acquisition of these plots is not required. The Acquiring Authority has already confirmed that it is its intention to reach a voluntary agreement with the Objector for the land and rights it requires to ensure the delivery of the Scheme. Should it reach such an agreement then it has confirmed that it would be happy to provide an undertaking that it will not exercise any compulsory purchase powers in respect of the land of the Objector should the Secretary of State see fit to confirm the Orders. However, at the present time an agreement between the parties has not been secured. Therefore, until such time as the Acquiring Authority has the security of a legally binding agreement, which provides it with the land and rights it requires for the purposes of the Scheme, it will be necessary for the plots to remain within the Order in order to ensure that the Scheme can be delivered.
- 2.10 In paragraph 83 of his Proof of Evidence Mr Broomhead has outlined a number of requirements that the Objector has put forward in respect of an agreement and the withdrawal of their Objection. However, as acknowledged at paragraph 19 these requests were not received until 23 January 2024 via a letter from the Objector's solicitor. The Acquiring Authority can confirm that it is in the process of drafting documentation with a view to addressing some of these requests, however as stated in this evidence above at 2.9, until such time as the Acquiring Authority has the security of a legally binding agreement, which provides it with the land and rights it requires for the purposes of the Scheme, it will be necessary for the plots to remain within the Order in order to ensure that the Scheme can be delivered.
- 2.11 An updated record of engagement with the Objector has been appended to this Proof of Evidence at appendix **SM4.1**.

3 RESPONSE TO EVIDENCE OF STEVEN SENSECALL (SS1) AND DEAN SWANN (DS1) – COMMERCIAL ESTATES GROUP LIMITED AND CEG LAND PROMOTIONS II LIMITED (CEG); LEDA PROPERTIES AND MORRELLS FARMING LIMITED

- 3.1 In the Proofs of Evidence prepared by Steven Sensecall of Carter Jonas (**SS1**) and Dean Swann of Brookbanks (**DS1**) on behalf of CEG there are a number of points raised in respect of matters such as drainage, the location of a proposed construction compound (plots 16/6a and 16/6z) and planning matters in respect of which this Rebuttal Proof of Evidence has been prepared to address or provide further clarification or evidence. Those specific points and my responses to them are detailed in my evidence below.
- 3.2 At paragraph 5.8 of Steven Sensecall's Proof of Evidence and paragraph 6.4 of the evidence provided by Dean Swann on drainage matters they have both stated that the compulsory purchase of plots 16/6a and 16/6z, which would be required for the purposes of a construction compound, would make it necessary to employ a different drainage strategy for a temporary period until the plots were returned. On the return of those plots, it is proposed that further works would need to be undertaken to then construct the originally proposed drainage attenuation pond in those areas in accordance with the original masterplan for the proposed Culham No.1 site development. In his evidence Dean Swann has stated that this will result in abortive works and/or alterations and double handling of materials which will not only have an increased cost and viability implication for the Site, but also result in further safety implications due to the abortive and unnecessary works required to develop the site in two stages.
- 3.3 It should be noted that both Mr Sensecall and Mr Swan would seem to accept that the compulsory acquisition of the plots would not necessarily prevent the first phase development from being brought forward in parallel with the Scheme, although they have highlighted that it would result in additional costs and safety implications for the development. In paragraph 5.20 of his evidence, Stephen Sensecall again notes that Mr Swan has explained in his evidence that there are other drainage strategy options available but that they are less preferable in terms of cost and delivery timings.
- 3.4 In paragraph 6.6 of his evidence Mr Swann also states that '*To lose control of over 1ha of land from the proposed development and have that land placed in effective limbo with no defined timescale for its return and without discussion with CEG or the landowners before the CPO stage, is not conducive to effective infrastructure planning and more importantly compliant drainage design*'. However, I have already explained in my Proof of Evidence at paragraph 4.194 in response to the objection of the landowner, Leda Properties Limited, that my understanding is that '*there had been significant engagement between the Acquiring Authority and the landowners in this area, including with Leda and UKAEA, the owners of the adjacent estate to the east, regarding the Scheme and proposals prior to the making of the CPO in December 2022. This engagement had taken place with a view to accommodating their future development proposals where it was reasonably possible to do so*'.
- 3.5 With regard to the timescales for the handing back of the land in the event that it was compulsorily acquired, the Acquiring Authority has explained that as the land would only be required temporarily during the construction period and is not required permanently for the highway works, it could be offered back to the landowner for purchase in accordance with the Crichel Down Rules, on completion of the Scheme works, should the landowner desire it. The Acquiring Authority accepts that it cannot provide definitive timescales in respect of when it could offer the land back to the landowner for purchase, however as explained in my Proof of Evidence at 4.202 and in the evidence of Tim Mann, he has confirmed details of the current anticipated programme for the Scheme. It should also be noted that the proposed Culham No.1 development does not yet have planning permission and that, as far as I am aware, at the date of this Rebuttal Proof of Evidence, no planning application for the proposed scheme has been submitted and therefore similarly CEG as the promoter of the development is also unable to provide definitive timescales for its proposed development. The current planning position has been addressed in Bernard Greep's 'Note on Planning Matters' appended to this Proof of Evidence at appendix **SM4.2**.

- 3.6 It is the Acquiring Authority's preference to reach a voluntary agreement with the landowner. As explained in my Proof of Evidence (**SM1**) at paragraph 4.182, should a temporary licence be granted to the Acquiring Authority by the relevant landowners granting the Acquiring Authority the appropriate rights to use those lands for purposes required for the duration of the Scheme works in these areas, then the Acquiring Authority would not seek to exercise any authorised powers of compulsory purchase in respect of the land. I can confirm that the Acquiring Authority has prepared heads of terms which reflect such an approach and that negotiations with those landowners are ongoing and will continue right up until the implementation of compulsory purchase powers with a view to reaching a voluntary agreement with the landowner, as is its preference, should the Secretary of State for Transport see fit to confirm the Orders.
- 3.7 In paragraphs 5.21 to 5.22 of Mr Sensecall's evidence and 6.6 of the evidence provided by Mr Swann they have referred to an alternative location for the proposed construction compound which has previously been proposed by the Objector, CEG, and landowner, Leda Properties Limited. The location of the proposed compound is shown in purple hatching on the plan at Appendix 3 of the Proof of Evidence provided by Mr Sensecall. This matter has already been addressed at paragraph 3.104 in the Proof of Evidence of provided by Karl Chan. In his evidence he has explained the consideration that the Acquiring Authority has given to the alternative location put forward by the Objector and the physical constraints and planning constraints which mean that the location is not currently a suitable alternative and therefore why the location of the compound proposed under the CPO remains the best solution in order to ensure the delivery of the Scheme.
- 3.8 In paragraphs 5.6 to 5.20 of his Proof of Evidence Mr Sensecall also provides opinions on the current planning position and development potential of the site and the implications of the planning policies which are relevant to the land's location. I have already explained above that at the current time the proposed Culham No.1 development does not yet have planning consent and a planning application is yet to be submitted in respect of the development. Bernard Greep in his 'Note on Planning Matters' appended to this Proof of Evidence at appendix **SM4.2** has addressed the current planning position in respect of the proposed Culham No.1 site and the extent to which it could be developed without the Scheme.

4 RESPONSE TO JOHN PATON (JP1) – THAMES WATER LIMITED (THAMES WATER)

- 4.1 In the Proof of Evidence prepared by John Paton (**JP1**) on behalf of Thames Water there are several points raised in respect of matters such as Thames Water's proposals for enhancing its treatment works detailed in *TMS24 Enhancement Case: Sewage Treatment Growth* (extract at Appendix 1); its draft Business Plan '*PR24 Our Business Plan 2025-2030*' for Asset Management Period 8 (AMP8) (extract at Appendix 2) and monitoring and sampling equipment which is located on plot 17/11i in respect of which this Rebuttal Proof of Evidence has been prepared to address or provide further clarification. Those specific points and my responses to them are detailed in my evidence below.
- 4.2 In his Proof of Evidence at paragraph 4.1 Mr Paton has stated that Thames Water is required to submit a 5-year business plan to Ofwat for approval,. This plan sets out how Thames Water is going to raise and spend customers' money, and other capital that it raises. At paragraph 4.2, Mr Paton explains that Thames Water did not submit its five-year draft business plan for AMP8 until October 2023, after the CPO was made and by which time Thames Water would have had full knowledge of the Scheme proposals. It is noted that Ofwat is not due to determine the final plan for 2025-2030 until December 2024.
- 4.3 At paragraph 4.3 Mr Paton explains that the draft business plan details how it is planning to spend £18.7 billion across the Thames Water Estate and that it has asked for an allowance of over £350 million to invest in sewage treatment work catchments to address population growth. One of those is the catchment area of the Culham Treatment works.
- 4.4 At paragraph 10.2 Mr Paton goes on to explain that Thames Water began planning upgrades to the Culham Treatment works in 2022. He explains that the preferred solution to accommodate for the anticipated population growth in the Culham works catchment area was to increase the current Works capacity by extending/adding to the existing operational equipment. The preferred solution was developed with a view of utilising existing land owned by Thames Water. At paragraph 10.4 Mr Paton explains that in order to accommodate the projected growth, the proposed upgrades will commence within the next 2 to 5 years in order to ensure that the upgrades are delivered ahead of 2031. It is unclear how long the actual works to upgrade the treatment works would take.
- 4.5 At paragraph 11.8 Mr Paton states that *'If TWUL cannot use the land currently within its ownership in order to upgrade the Culham Works as currently proposed, it would have no alternative but to acquire additional land. This poses a significant risk to delivery. If such land could not be obtained by agreement, TWUL would need to rely on use of its own CPO powers to acquire land, with no guarantee of success and inevitable delay. We anticipate that such a process would cause a delay in the upgrade works by between 2 and 2.5 years, thereby inhibiting our ability to deliver our statutory duty.'*
- 4.6 However, in Table 11 of the extract provided of Thames Water's *TMS24 Enhancement Case; Sewage Treatment Growth* (Appendix 1) various enhancement options are listed and considered whether viable. One of the options listed as viable is expanding existing Sewage Treatment Works (STWs) by purchasing adjacent land. Table 12 of the same document clearly shows various capital investment options listed - options highlighted green being retained options and options highlighted red being discounted. Expanding STWs is highlighted green as a retained option, the reason given for this is where available land within the site is limited and it would be necessary to expand the footprint, this has the benefit of keeping the sewage treatment in one locality and utilising existing infrastructure. It is noted that Culham is listed as one of two sites where this option is considered feasible along with Chalgrove.
- 4.7 It is unclear whether the above enhancement proposal reflects the impact of the land proposed to be acquired under the Scheme or whether this would have been proposed without the loss of the land. It is also noted that as stated in paragraph 4.75 of my Proof of Evidence, Thames Water has still not provided any further information and justification to explain why upgrades in

infrastructure both at the Culham Treatment Works and at other Thames Water Treatment sites in the locality cannot be achieved through other potential solutions.

- 4.8 In Section 5 of his Proof of Evidence, Mr Paton has explained how sampling and monitoring equipment is required at the Culham Treatment Works in accordance with its environmental permit issued by the Environment Agency. At paragraphs 11.3 to 11.6 of Mr Paton's Proof of Evidence he explains how the loss of the land comprising plot 17/11i, on which the monitoring and sampling equipment is located, could mean that it would be in breach of its environmental permit. He states that Thames Water would have to carry out capital work in order to relocate it. However, the Acquiring Authority has already confirmed during a site visit which took place in June 2023 that it would grant rights to Thames Water to enable it to maintain its equipment in this location under a CPO.

5 RESPONSE TO MATTHEW TRIGG (MT1) – RWE GENERATION UK PLC (RWE)

- 5.1 I consider that most of the issues raised in the Proof of Evidence prepared by Matthew Trigg (MT1) of RWE Generation UK Plc have already been addressed in my Proof of Evidence (SM1) and the Proof of Evidence provided by Andrew Blanchard (AB1) on behalf of the Acquiring Authority. However, there are a number of corrections required to paragraphs in my Proof of Evidence where I have referred to a paragraph in the evidence of Mr Blanchard and have stated the incorrect paragraph reference. In addition, I would also like to provide further clarification in respect of matters such as representations made to the Department for Energy Security and Net Zero (DESNZ) under section 16 of the Acquisition of Land Act 1981, ongoing engagement, and the relocation of an entrance Gatehouse raised in the evidence of Mr Trigg in respect of which this Rebuttal Proof of Evidence has been prepared to address or provide further clarification or evidence. Those specific points and my responses to them are detailed in my evidence below.
- 5.2 In respect of my Proof of Evidence (SM1) the corrections required to references to paragraphs in the Proof of Evidence prepared by Andrew Blanchard of AECOM on Technical Traffic and Highways Engineering for the A4130 Widening and Didcot Science Bridge sections of the Scheme are detailed below:
- 5.2.1 Paragraph 4.264 of my Proof of Evidence incorrectly refers to paragraph 3.48 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.49.
- 5.2.2 Paragraph 4.266 of my Proof of Evidence incorrectly refers to paragraphs 3.46 and 3.51 of Mr Blanchard's evidence. These references should be corrected to paragraphs 3.47 and 3.52 respectively.
- 5.2.3 Paragraph 4.268 of my Proof of Evidence incorrectly refers to paragraph 3.52 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.53.
- 5.2.4 Paragraph 4.270 of my Proof of Evidence incorrectly refers to paragraph 3.53 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.54.
- 5.2.5 Paragraph 4.271 of my Proof of Evidence incorrectly refers to paragraph 3.54 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.55.
- 5.2.6 Paragraph 4.272 of my Proof of Evidence incorrectly refers to paragraph 3.55 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.56.
- 5.2.7 Paragraph 4.273 of my Proof of Evidence incorrectly refers to paragraph 3.49 of Mr Blanchard's evidence. This reference should be corrected to paragraph 3.50.
- 5.3 In paragraph 3.9 of his Proof of Evidence, Mr Trigg has stated that the protections under section 16 of the Acquisition of Land Act 1981 would apply such that the CPO cannot be confirmed without a minister from the Department for Energy Security and Net Zero (DESNZ) issuing the appropriate certificate under the Act. However, as stated at paragraph 4.257 of my Proof of Evidence it is my understanding that the Objector has not made a representation to DESNZ within the period in which objections to the Orders can be made. Therefore, my understanding is that a section 16 representation has not been made.
- 5.4 In paragraphs 3.18 to 3.19 of his evidence, Mr Trigg has also raised again RWE's concerns in respect of the replacement of an existing security gatehouse at the entrance to the site which would be segregated from the site by the Scheme on completion. This matter has already been addressed in my evidence at paragraph 4.269 and paragraphs 3.51 of the Proof of Evidence prepared by Mr Blanchard. They explain that a planning permission has been obtained to enable the construction of a new gatehouse in a new location, see figure 28 of Mr Blanchard's

evidence. However, Mr Trigg has raised further concerns in relation to how and when the replacement gatehouse will be delivered.

- 5.5 The Acquiring Authority accepts that this matter is not yet fully resolved and confirms that discussions are ongoing with the Objector as to how and when this would be provided as part of a voluntary agreement between the parties. However, the Acquiring Authority can confirm that it has no intention of creating a circumstance in which a replacement gatehouse would not be provided.
- 5.6 It is important to note that the freehold interest in the gatehouse premises is actually in the ownership of the adjacent landowner Clowes Developments (UK) Limited (Clowes Developments) and that RWE hold a leasehold interest in the property. It has been agreed as part of a section 106 agreement between Oxfordshire County Council and Clowes Developments that the section of the Scheme which runs across land in the ownership of Clowes Developments will be constructed by Clowes Developments rather than the Acquiring Authority. Once the road has been constructed and any necessary remedial works have satisfactorily been carried out, it has been agreed that the road will be adopted as a Public Highway by the Highway Authority under a section 38 Highways Act 1980 agreement. As part the same section 106 agreement, it has also been agreed that a replacement gatehouse will be constructed, by either Clowes Developments or the Acquiring Authority, at a timescale to be agreed with RWE.
- 5.7 Therefore, although it may be correct to state that the exact detail of when and how the new gatehouse will be delivered has not been agreed, the Acquiring Authority can confirm that there is a legally binding agreement in place which commits Clowes Developments and Oxfordshire County Council to delivering a replacement gatehouse, at a time to be agreed with RWE.
- 5.8 As stated in my Proof of Evidence at 4.281, the Acquiring Authority's preference remains to reach a voluntary agreement with RWE, which will secure the land and rights it requires to deliver the Scheme. It is therefore the Acquiring Authority's intention to continue the negotiations with RWE, with a view to reaching a voluntary agreement, right up until the implementation of compulsory purchase powers should the Secretary of State see fit to confirm the CPO.
- 5.9 In that regard, negotiations with RWE are continuing and the Acquiring Authority recently met with the Objector again on 9 February 2024. During this meeting the Acquiring Authority reiterated the importance that an alternative arrangement to the s.106 agreement is agreed between the parties for the reasons previously stated in my Proof of Evidence at paragraphs 4.278 to 4.280. RWE has subsequently agreed to re-visit the previously prepared heads of terms which were issued in November 2023 and have agreed that they will provide a further amended draft for consideration before a further meeting which the Acquiring Authority is proposing should take place on 19 February 2024.
- 5.10 As stated above, it is the Acquiring Authority's preference to reach a voluntary agreement with RWE, which will secure the necessary land and rights it requires to deliver the Scheme.

6 STATEMENT OF TRUTH AND DECLARATION

- 6.1 I confirm that, insofar, as the facts stated in my rebuttal evidence are within my own knowledge, I have made clear what they are and I believe them to be true and that the opinion I have expressed represent my true and complete professional opinion.
- 6.2 I confirm that my rebuttal evidence includes all facts that I regard as being relevant to the opinions that I have expressed and that attention is drawn to any matter which would affect the validity of those opinions
- 6.3 I confirm that my duty to the Inquiry as an expert witness overrides any duty to those instructing or paying me, and I have understood this duty and complied with it in giving my evidence impartially and objectively, and I will continue to comply with that duty as required.
- 6.4 I confirm that, in preparing this rebuttal evidence, I have assumed that same duty that would apply to me when giving my expert opinion in a court of law under oath or affirmation. I confirm that this duty overrides any duty to those instructing or pay me, and I have understood this duty and complied with it in giving my evidence impartially and objectively, and I will continue to comply with that duty as required.
- 6.5 I confirm that I have no conflicts of interest of any kind other than those already disclosed in this rebuttal evidence.

STEVEN JOHN MOON

13 FEBRUARY 2024