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00:00:05:12 - 00:00:12:11

Come back. It's possible. And those issues specific hearing smells aimed.

00:00:15:06 - 00:00:43:03

Wrong agenda item eight, which is six, and that's scheduled three. It's at the legislation to be applied. And just a couple of quick questions on this one. Did have some questions for the ID be not present today, so we'll put those in questions. Um.

00:00:45:10 - 00:00:50:13

Just a note on the Environment Agency's comments in their relevant representation

00:00:52:02 - 00:01:17:04

r r0 zero nine, where they say they do not agree to the dis application of the environmental permitting regulations 2016. And that relates to part of Article six until the wording of the protective provisions is agreed. I think that's pretty standard. But does the applicant have any initial comments to make on that?

00:01:19:18 - 00:01:52:03

Josh Taylor For the applicant. Yeah. Yes, we understand and agree to that approach in that the Dis application under Article six for the Environment Agency and actually for the Um is usually only acceptable once the protective provisions are agreed. Now. I think we might come on to this. The protective provisions are agreed for the and think we are there with the Environment Agency as well. So we can clarify that. But but in short, we understand that position.

00:01:58:27 - 00:01:59:16

Thank you.

00:02:06:07 - 00:02:10:06

And part of Article six.

00:02:15:06 - 00:02:19:12

And which refers to the Neighbourhood Planning Act 2017.

00:02:21:20 - 00:02:27:27

And that's in relation to temporary possession under articles 2728. Um.

00:02:29:14 - 00:02:44:15

Understand there's a precedent for this in other development consent orders. But just. Just for me to understand and just wanted to review on whether you can supply something that's not in force yet.

00:02:46:29 - 00:02:50:18

Let me just explain that to my place about the Neighborhood Planning Act.

00:02:52:15 - 00:02:53:02

The applicant.

00:02:55:22 - 00:03:28:00

Josh Taylor for the applicant. I'll do my best. What? We might have to clarify again in writing, but in short, the powers under section 120 and Schedule five of the Planning Act allow the application of statutory provisions and think what this is getting at under Article six. One is that to the extent the Neighbourhood Planning Act provisions come into force, we are disciplining them because we need clarity over the timeframes here within the compulsory acquisition notice periods.

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And that is a precedented approach, most recently in the Longfield solar farm order. So hope that helps for now. And we can elaborate in writing as well if that would be helpful. Yeah, if.

00:03:41:29 - 00:03:53:06

You could do that, please. Thank you. And that's all the questions I've got in relation to Article six. Schedule three. Um, do the local authorities have anything they wish to raise?

00:03:55:00 - 00:03:55:20

No, thank you.

00:03:58:09 - 00:04:01:18

Okay. Thank you. Moving on to item nine

00:04:03:07 - 00:04:12:13

relates to schedule schedule 11 and Article 38, which is documents and plans to be certified.

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To return so that.

00:04:33:05 - 00:05:08:03

Yeah. And understand that this will evolve as as the examination progresses. And obviously the, the revisions and the dates of the documents will already be be updated in version three. Um, so at the moment I'm content that it appears to include everything it needs to include. Um, just a question on the list relating to the environmental statements just appears relatively short compared to other, um, development consent orders.

00:05:08:06 - 00:05:34:11

Um, does it need to be more prescriptive about, um, certain chapters or appendices or plans, um, within the environmental statement? So just to check on that point and um, just a reminder that every time the draft consent order is revised that this is updated accordingly. Um, do you have any comments to make on that?

00:05:35:12 - 00:06:09:21

Geoff Taylor For the applicant. Yes, understood. And noted. And we agree with that approach. Um, I think the reason for why the environmental statement by the end of examinations and probably in precedented echoes why that list becomes longer is probably due to different updates to different chapters, meaning you then need to specify and separate them out into different rows. Whereas at the minute we've kind of largely got 6.1, 6.2 and 6.3 covered under one row. But, but yeah, I do appreciate we will probably that list will grow as updates are made.

00:06:09:29 - 00:06:27:07

Um and noted on on the kind of um the logging of this and we've got the guide to the application that is our kind of audit log as well. And it may well be we make clear in that or clearer in that which are the certified documents, if that helps as a kind of audit trail as well.

00:06:35:00 - 00:06:53:09

Yeah, that's fine. Are there any comments from the local authorities writing to schedule 11 certified documents? I suppose if there's going to be drafting that refers to in accordance with the environmental statement, then probably yeah, some specificity around the environmental statement would help.

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Okay. Thank you.

00:07:07:18 - 00:07:12:21

Agenda item ten, which relates to protective provisions. Schedule 13.

00:07:25:06 - 00:07:35:15

Okay. Got a couple of questions. But first, could the applicant provide an update on the negotiation of protective provisions and timescale for resolution, please?

00:07:38:08 - 00:08:10:03

Josh Taylor for the applicant in Overview. There's been good progress made with statutory undertakers and the applicants progressing negotiations across the board. Uh, we're conscious that the applicant is due to submit a detailed tracker at the deadline, one specifying this, but in summary, the following protective provisions are now agreed. So that's for National Grid. That's the electricity transmission. So Ingot National Gas transmission, Black Sluice, the Environment Agency. So I've got it in my own notes here that they're agreed.

00:08:10:05 - 00:08:42:17

So there you go. Anglian Water. So they will all be submitted at deadline two in the updated DCO negotiations is still ongoing with network rail try to know and Viking link. Um, and in terms of trying to know, it's probably worth just flagging that the protective provisions cover protections for try Knowles apparatus, i.e. the crossing of their cable. But as you'll be aware, um, we are seeking to use the access track.

00:08:42:19 - 00:09:27:14

So as part of those discussions with try to know, we're seeking that voluntary agreement to use their access track. So it's not likely that the protective provisions will be agreed until that wider commercial agreement is in place with Triton Now. Um, so it there's a bit of chicken and egg there in terms of the protected provisions and the commercial agreements, but we're confident with all of these outstanding protected provisions that they will be agreed and in place for the end of examination. And so just finally to mention, we did touch on it earlier, but cadent gas, we are now in a position to remove them from the schedule and they do not need the benefit of protective provisions because they do not have assets within the order limits.

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Think this was a hangover from the the scoping and the boundary in which we did slightly go into their area, which is why they were kind of mentioned and we had control for them. But now we have confirmation that they do not have apparatus, so we will be taking them out.

00:09:47:17 - 00:09:57:15

Okay. Thank you. That was one of my questions and just answered it, so that's good. Thank you. Um, you had Anglian water in there as agreed. Is that right?

00:09:58:18 - 00:09:59:09

Correct? Yeah.

00:10:00:00 - 00:10:00:15

Okay.

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So.

00:10:11:26 - 00:10:33:18

In the change application. Version and version three. Can you just explain the the updates there, particularly in terms of the. Separated out the gas and the electricity and understand the name of the gas undertaker's changed as well. So just provide an explanation for that place.

00:10:35:08 - 00:11:07:22

Josh Taylor For the applicant. Yes. So traditionally or kind of how we dealt with it and how it had been dealt with previously is that National Grid were covered under one set of protective provisions that had the benefit for both the electricity undertaking and the gas undertaking. Their preference is now to split them out into a separate benefit for the electricity undertaking and separately for the gas undertaking. So essentially that's what's happened. We've split them out in the in the change application version,

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so hopefully that helps to clarify it.

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Yeah, that's fine.

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And yeah, Kate and Gus have been deleted.

00:11:43:04 - 00:11:47:08

So now you talk about Triton Island Viking link.

00:11:50:07 - 00:11:56:21

Which is it? Viking link. All the other way around. The National Grid Ventures.

00:11:58:18 - 00:12:03:04

Correct? Yes. Viking Link on National Grid, an entity of National Grid Ventures.

00:12:03:06 - 00:12:05:16

Yes. So it's basically the same. Yeah.

00:12:16:26 - 00:12:24:25

Separate to the national grid, electricity transmission. It's just there on another arm, I presume.

00:12:26:14 - 00:12:59:01

Yes. Josh Taylor for the applicant? Yes, correct. Our our position as of now is that the part one? So schedule 13, part one is for the protection of electricity, gas, water and sewerage undertakers. So it's the general protective provisions as we refer to them. So that has the benefit for the likes of Viking Link and try to know, but we are exploring with them whether they require bespoke protective provisions on the face of the order. Not all undertakers do, and some of them are happy to rely on this.

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This part one with commercial agreements then behind the scenes. So we're progressing that.

00:13:15:27 - 00:13:25:27

Yeah, that's all I wanted to ask. Do the parties here today, the councils, have anything they wish to raise relating to protective provisions?

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Well. No. No, thank you. Boston. No.

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General item 11.

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She's scheduled 14.

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And Article 42 procedure for discharge.

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So we touched upon this earlier when we were talking about requirements.

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So my first question is, should the title of Schedule 14, should it specify requirements procedure for its titled Procedure for discharge? I've seen other CEOs that say procedure for discharge of requirements might just be a moot point. But just to just a suggestion.

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Jeff Taylor for the applicant. Thank you. Yes, I was just trying to work out if there's anything else that applies to you, but don't think there is. So, yes, I don't see an issue with that. And we can provide clarity there.

00:15:03:15 - 00:15:34:10

But the local authorities just provide their comments on on schedule 14 and in particular the time period for discharge, which is set out in part two one as a period of six weeks. And then. Followed by that is the deemed just discharge procedure. And so just like to seek views from them.

00:15:34:25 - 00:16:27:24

Is that period of time sufficient? And Miss Bell, firstly, yes. Thank you. So, madam. Yes. Um, we'd support the the amendment to procedure for discharge requirements just makes the document easier to navigate. And one miscellaneous point, which is I think there's a bit of drafting inconsistency between business day and working day. And this section, which I'm sure can be picked up pretty readily in terms of the deemed just charge provision and the timescales I suppose to two main points of deal with the deemed discharge point first, so the authorities, both authorities would resist any deemed discharge position and basis for that is that there's already um, the ability for this applicant to appeal if things aren't, if decisions aren't made within the relevant timescales.

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And it's felt that the deemed discharge provision is unhelpful and unnecessarily punitive for that reason. In terms of timescales, six weeks is bluntly much, much too short. It's inconsistent with other DCS that these authorities have been recently involved with. It just doesn't practically or adequately reflect how an authority is going to operate in the capacity that authority has to deal with these matters. I think that's particularly um, it becomes particularly evident just how tight that timescale is

when you consider that some of these applications could be analogous to big applications where you'd get some 16 weeks.

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So six weeks seems far too short. The authority would suggest that a ten week period as an alternative would be reasonable. That there's the precedent of the Longfield DCO which allowed for ten weeks. Under the you'd obviously get eight weeks for approval of conditions anyway. And it's felt that a sort of single ten week timescale gives a certainty required but also meaningfully allows the local authority to actually engage with and consider the application properly and give it the attention that it that it deserves.

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Um, there's a further series of, of timescales, um, which bite in the event of further information being sought under parts three of the schedule. Um, ten days I think is the, is the requirement for request of further information. Um, it's, it's simply not enough time for a local authority to highlight the need for more technical information.

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Um,

00:18:25:16 - 00:18:55:25

if someone is on leave, you know that they could easily eat up those ten days. And if someone is on leave, that means that there's real difficulty with missing something and realising that there's further technical information required. It's just it's just not practicable. So an alternative would be 21 days. Um, 21 days would think allow an authority, sufficient time to, to understand what the nature of the application is.

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Um, there's also, I think, a 15 day long stop deadline, which again is going to create real difficulty. Um, it's just not a sufficient timescale and we'd suggest, um. Either I'm sticking with the 21 days or ideally a 30 day period for that long stop if there's to be a long stop. I mean, think it's helpful to bear in mind that authority would usually consult on a condition for some four weeks and be a requirement to get in all the relevant consultee responses and consider them

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so no to deem discharge as the first point and the second point. In any event, timescales have to be reasonable and reflect the reality of of working in a local authority.

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And we would make analogy with other relevant applications. Applications and discharge of condition applications, etcetera. So madam, those would be my submissions on that point.

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Okay. Thank you, Miss Bell. Do does Boston Borough Council wish to add anything to that, Miss Mr. O'Day? No, we.

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Agree with them.

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Thank you. In agreement. Thank you.

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Okay. I'll come back to the applicant to respond to that place.

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Josh Taylor for the applicant.

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Yes, we know the points. I think just to kind of go back to the the basics here of what this is seeking to do. Mean this process is required in order to ensure that applications under the order are dealt with efficiently, efficiently, so that the authorized development is not held up, and that there's certainty over the time frames and six weeks for discharges to starting point suggested in invoice. Note 15 at Appendix one. And there are precedents for that.

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I know the request for longer and we can consider that in relation to the deemed consent point. A couple of things here. This is only applicable where there is no new

00:21:14:02 - 00:21:52:08

environmental effects. So under paragraph two. Um. Subparagraph three. The applicant has to submit a statement with their discharge application to confirm that there's no likely new environmental effects. So it's in accordance with the is so deemed consent only applies in those circumstances. To the extent the applicant cannot provide that statement, then it's deemed refusal under subparagraph four. In terms of the theme consent itself, there is precedent for this in various energy projects, most recently the long field solar farm order.

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Um, and it comes back to the point I was making earlier around there needs to be certainty here. Um,

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the first point on appeals is that don't think we will be able to trigger the appeal process. If there is no decision, i.e. if we're held in abeyance, then it doesn't then give us a right to appeal because there has been no decision, which is why we need a kind of either deeming provision of consent or refusal in the event that there's new environmental matters. And I think just drawing on the reality, the reality is that the outline plans are very detailed. They're open for examination now, of course, and we are discussing them.

00:22:32:24 - 00:23:07:21

And the final plans must then be in accordance with the outline plans. So our position would be the detail coming to the relevant planning authorities for discharge is likely to be very familiar and it has to be substantially in accordance with those outlined plans. And ultimately there's a public interest need here to to discharge matters in a timely manner and that there are various long leading times to activate a project of this scale. So we do need the certainty there. All of that said, uh, you know, we recognized the request for ten weeks.

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Um, and we can discuss that offline perhaps, and consider whether there might be a middle ground of somewhere in between that period for certain plans that aren't considered as involved, perhaps going towards the higher end for those more detailed and involved plans. So yes, we're not against obviously discussions discussing that further.

00:23:30:06 - 00:24:02:00

And then finally, then on the further information process, under paragraph three, we do take the point and don't want to speak for them, but think the Environment Agency have requested something similar around 20 working days and think we can look to agree to something like that and we can

work the drafting up offline. I think given that it's working days, multiples of five are always a bit more easier to follow rather than a kind of 21 day working day period. But but yes, we can we can pick that up.

00:24:02:02 - 00:24:07:00

I think that covers all of the points. Thank you.

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Okay. Thank you for summary of that in writing at deadline one that would be useful. Thank you.

00:24:28:00 - 00:24:43:05

Um, it was mentioned earlier about fees, pay, that sort of thing. In relation to requirements. Is there anything you wish to add on that? I'm on to the applicant first.

00:24:45:03 - 00:25:22:18

Josh Taylor for Yes. We note the points. I think as we suggested, a fee provisions on fees would be better dealt with here in the discharge of requirements and I think that's how other ACOs have dealt with it. Um, we as my colleague highlighted it is likely there will be a in place. So we just kind of need to work out whether there's any duplication or overlap between what the is seeking to do and what a fee schedule would be seeking to do here. So perhaps it's something we can pick up offline with the councils, but we're not against recovery of fees for the discharge of applications.

00:25:28:26 - 00:26:00:25

Okay. Thank you. And misspell. Do you have any comments to make on that? Thank you, madam. Just very briefly, let me put this points up in writing, but very briefly, I hear what's said in terms of the applicant and the provisions, any biting where it's likely that there would be no new environmental effects with respect to team discharge? I think the difficulty is the authority still needs to assess whether or not they agree with that. In the first instance, which is still a considerable amount of work to do.

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It's a very short time period for any real, meaningful work in that way. And I think that there's a sort of really practical point underlying all of this, which is that, madam, you will know from the from the pin this morning and also, as a matter of generality, there are many, many CEOs in this area at the moment, and these authorities are both dealing with several CEOs. And that does go to the question simply of capacity and being able to engage with realistic timescales. So those will be my brief further points on the timescale issue.

00:26:34:06 - 00:27:02:24

In terms of fees, I think we're we don't mind where where fees are dealt with in the as long as they are dealt with, we're happy to see what comes out of the PPA and ensure that there's no overlap as long as the position is adequately covered. But if there's no if they're not if there's agreement in principle on the issue of fees, and I'm sure as a matter of drafting, we can collaborate to to deal with the detail. Hope that hope that is this.

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Yeah, that's fine. Obviously, the process I wouldn't be involved in and I wouldn't say that and it wouldn't be secured by the DCO. So it needs to be some sort of assurances that, that that's been agreed. Um, or otherwise so that the fees can be slotted in to, to this schedule later on.

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Josh Taylor. Yep. Yep. That points noted. And the point on transparency is also noted in terms of fees on the eco.

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Does Boston Borough Council wish to raise any points from what you've just heard? Thank you. Okay. Thank you.

00:28:09:10 - 00:28:18:06

All right. Move on to agenda item 12, then statements of common ground. If the applicant can provide an update on progress, please.

00:28:20:02 - 00:28:26:09

Stand up for the applicant. Yes, thank you. I'll invite Laura White, who's project manager for Mica City, to give an update. Thank you.

00:28:27:24 - 00:28:28:21

Thanks, Josh. Laura, wait.

00:28:28:23 - 00:29:10:21

For the applicant. So as per the rule six agreement, there was 12 statement of common grounds requested. Of those, we've already touched on cadence, so we've not progressed that one any further. Um, out of the 12 Anglian Water, Lincolnshire Wildlife Trust and Black Sluice Internal Drainage Board are all agreed. The LP's statement of Common Grounds is a combined as per the rule six, so with all three local planning authorities included, and that's a working draft and subject to the local impact reports being finalised for Lincolnshire County, the Environment Agency.

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We have a good draft in place and there's a small number of points that remain under discussion. Similarly with National Grid electricity transmission, again a good draft as some some points there remain under discussion and that will be submitted at deadline one. And then finally, National Gas Transmission, Viking Link, Natural England Network Rail and try to know have all been shared with those parties and their draft comments are outstanding. So those ones are very much in draft form and under discussion.

00:29:53:01 - 00:29:54:09

Okay. Thank you.

00:30:06:18 - 00:30:13:25

Yeah. Don't have any further questions on statements common ground. And unless the council's wish to raise anything.

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I suppose you have anything to raise on statements. Common ground. So sorry, madam. No, thank you. No, Mr. Day.

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No, thank you. No.

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Okay. That's great. Thank you.

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I'll move on then. I'm. There were no there have been no other matters notified. But just want to pick up on what we've talked about just before the break, and that was about the requirements and.

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The Lincolnshire County Council, North Kesteven District Council, and we're going to put in writing a number of amendments, an additional requirements and deadline one, and it was just to seek views on the time periods because if that's submitted a deadline, one, it'll end up being deadline to where get the applicants comments on your comments. So just wondered if you'd had a chance to discuss that.

00:31:23:18 - 00:31:30:13

We have. Thank you, madam, and we could get the draft over to the applicant Monday morning.

00:31:39:11 - 00:31:47:10

Okay. And. So the applicant. And then you could. Yes. No, very much for. Something ready for deadline one applicant.

00:31:47:12 - 00:32:17:18

Yes, that that's very helpful. And perhaps I could just add that we've we have had a discussion with the councils during the break about the issues. So we are aware of those and gave a very clear indication of what those points are. We probably haven't picked all of them up, but we will be making good progress with those in advance. So I have no no doubt that we can respond to those within your time timeline, madam.

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Okay, great. Thank you.

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I don't know if Boston Borough Council wants to be involved in that.

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We can do, assuming that we would be.

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Yeah, right.

00:32:48:17 - 00:33:15:09

Okay. There are any other items in relation to the draft DCO before move to a close. That hasn't been mentioned. Any any burning points you wish to make? No, thank you. There are there's a couple of points that it might be useful for me to discuss with the applicant just on drafting, but I will pick that up with them before I leave today, if I may. But nothing further from us. Thank you. Okay. Thank you. Boston Borough Council.

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No, thank you.

00:33:16:14 - 00:33:19:18

No. And the applicant wants to raise anything else?

00:33:21:15 - 00:33:22:08

No, thank you, madam.

00:33:25:26 - 00:33:57:00

So there are a number of action points which have arisen from today where you've said that you're going to consider something or drafter an amended drafting. Um, so I won't read all those out now, but we will issue. I'm sure you've made your own notes as well, but we will issue a list of action

points as soon as we can. Um, the to to be submitted at deadline one. I think the majority of them will be deadline one.

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Okay.

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Yep. I've got nothing else to raise. I think we've made good progress today for an early development and order hearing. Um. Yes. Made good progress. So the next stage will be considered what comes in at deadline one and will issue my written questions, which is likely to have some questions on the development consent order, but won't be very many after what we've discussed today. Hopefully. And then we'll expect the next version of the development consent order to be submitted a deadline to as per the timetable.

00:34:44:26 - 00:34:45:14

Um.

00:34:47:21 - 00:34:53:29

And then I'll take a view on whether we have another hearing in due course on a development consent order.

00:34:57:05 - 00:35:29:24

So and just to remind you, there will be a digital recording of the proceedings will be made available as soon as possible on our website. And thank you all for your contributions. And we will return here at 10:00 tomorrow morning for issue specific hearing two. And that will relate to the scope of development and a limited range of environmental matters. So the time is now. 450 and this first issue specific hearing is now closed.

00:35:29:27 - 00:35:30:17

Thank you.