

Heckington Fen_21 NOV_CAH_PT1

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FULL TRANSCRIPT (with timecode)

00:00:04:24 - 00:00:11:04

Good morning everybody. The time is now 10 a.m. and it's time for this compulsory acquisition hearing to begin.

00:00:13:16 - 00:00:16:03

Can I just confirm? Everybody can hear me clearly.

00:00:19:04 - 00:00:23:15

And can confirm with the case. Team. The live streaming has commenced. Thank you.

00:00:25:03 - 00:00:57:26

I'd like to welcome you all to this compulsory acquisition hearing relating to the application made by Eco Tricity Hek Fen Solar Limited, who I refer to as the applicant for an order granting development consent for the Heikkinen Fen Solar Park. My name is Susan Hunt, and I've been appointed by the Secretary of State for Levelling Up, Housing and Communities as the single examining Inspector to examine this application. And you'll also hear and see me referred to as the Examining Authority or a.

00:00:58:28 - 00:01:10:13

I'm a chartered town planner and a planning inspector. I will be reporting to the Secretary of State for Energy Security and Net zero, with a recommendation as to whether the Development Consent Order should be made.

00:01:11:29 - 00:01:29:24

This manager for this project is Noelle McGowan, who supported Here Today by Elliott Booth and online by Hard Core. And you can contact a member of the case team if there are any queries about the examination process or if you need any help at today's events or with the technology.

00:01:32:05 - 00:01:51:22

Just a couple of housekeeping matters. Can I remind everyone's please set all their devices and phones to silent? And I've been told there are no fire alarm tests or other drills today. And in the event of alarm. Use the stairs to go to the assembly point, which is at the Sea Cadets building on Brayford Wharf.

00:01:54:18 - 00:02:16:13

This hearing will follow the agenda, which was published on the 13th of November. It would be helpful if you had a copy in front of you. The hearing is expected to continue until 1 p.m. at the latest. Given that an issue specific hearing is being held this afternoon. That would be an opportunity for a break at the appropriate time.

00:02:19:26 - 00:02:43:07

Today's hearing is undertaken as a blended event. I think most of you are present here today at the hearing venue in Lincoln, and some of you are joining us virtually using Microsoft Teams, and it's a

relatively small hearing. So I should be able to ensure everyone can make comments but in the usual way. Raise your hand either in person or virtually on teams if you wish to make a point.

00:02:45:15 - 00:03:06:11

A recording of this hearing will be made available on the National Infrastructure Planning website as soon as possible, and this will include a transcript. So every time you speak, please speak clearly into the microphone. State your name and who you are representing every time you speak and switch on microphone off when you finish speaking to avoid interference.

00:03:08:07 - 00:03:41:28

And you should also be aware that the recording will be retained for five years, and it forms a public record that contains your personal information, to which the General Data Protection Regulations apply. And there is a link to our Privacy Notice provided in my rule six letter. It establishes how the personal data of our customers is handled in accordance with the principles set out in the data protection laws. If anyone feels personal information is necessary in making any points at these hearings, you wish to do so in a written document that we can redact before publication.

00:03:43:17 - 00:04:01:17

I'm now going to ask those of you who are participating today to introduce yourselves, and could you state your name, who you represent, and which agenda item you wish to speak on, and also how you wish to be addressed? Can I start with the applicant, please, and their advisors?

00:04:02:01 - 00:04:02:16

Q

00:04:04:12 - 00:04:37:26

thank you, madam. Good morning. My name is Neil Bromwich. I'm a partner at Osborne Clark Solicitors, and I will be speaking on behalf of the applicant on compulsory purchase matters. Um, to my left is Simon Tarr of Pegasus Group, who will also be assisting me in capacity purchase matters. Madam, there are other members of the applicant team here who I will introduce if we need them to be introduced.

00:04:37:28 - 00:04:41:03

But at the moment it will be Simon, Tyler and myself who'll be speaking.

00:04:42:20 - 00:04:51:01

Thank you. That's fine. Thank you. And for the local authorities, because we start with Lincolnshire County Council, please.

00:04:53:15 - 00:05:02:25

Good morning. It's Mark Willis from Lincolnshire County Council. I'm principally here to observe today. Don't intend particularly on Wall Street purchase issues. Thank you.

00:05:05:07 - 00:05:06:25

And North Kesteven plays.

00:05:07:24 - 00:05:08:11

Good morning.

00:05:08:18 - 00:05:14:13

Nick Feltham, assistant development manager at North Kesteven at similarly just to observe proceedings this morning. Thank you.

00:05:18:05 - 00:05:21:01

And is there anyone for Boston Borough Council?

00:05:22:24 - 00:05:29:12

Good morning. My name is Abby Marwood. I'm the deputy development manager for Boston Borough Council. Again, primarily to observe this morning.

00:05:30:11 - 00:05:32:11

Okay. Thank you very much and welcome.

00:05:47:21 - 00:05:58:10

Don't think there's anybody online today as far as I know, unless they get bought in later. But if there's anyone else who wishes to introduce themselves.

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I.

00:06:09:21 - 00:06:14:26

So if there is. If there is anybody else. Oh hello Mr. Scott.

00:06:16:02 - 00:06:22:21

Good morning, Andrew Scott representing the Black Sluice. I'd be here on an observing rather than speaking. Thank you.

00:06:23:13 - 00:06:25:13

Okay. Thank you very much, Mr. Scott.

00:06:33:19 - 00:06:44:29

Okay. And see if there is anybody else in the room or virtually that feels any wish to speak later on, that's that's absolutely fine. You just need to introduce yourself at the appropriate time.

00:06:47:16 - 00:06:55:26

That's complete agenda item one. Are there any questions about the arrangements for today before I move on to the purpose of the hearing?

00:06:58:07 - 00:06:58:23

Okay.

00:07:01:00 - 00:07:17:17

Today's hearing is being held because wish to develop a fuller understanding of the applicant's compulsory acquisition case and the related provisions in the application and the Draft Development Consent Order. And this hearing is the only opportunity in which will hear the applicant's case verbally.

00:07:19:11 - 00:07:36:27

As you all know, the examination is a predominantly written process, and I've received a number of responses to my first written questions which have assisted my understanding. And there is also an opportunity for me to issue further written questions in round four weeks time on the 19th of December.

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And the. The applicant has also helpfully provided updates within their schedule of negotiations with statutory undertakers and landowners, and the latest version of that examination. Library reference rep 2020.

00:07:57:24 - 00:08:20:25

And as far as interested parties, affected persons go. And we have the local authorities here today and Blackstone's internal drainage board and understand. Lincolnshire County Council appearing in their role as county planning authority and not as landowners. That. Correct? Yeah. Okay. Thank you.

00:08:23:05 - 00:08:56:06

So the discussion today will be largely led by the applicant and myself. I'll have a couple of questions, but it's more about presenting your case and just assisting understanding of the case. So don't expect this hearing to be lengthy. And rather it's an overview. General updates, reassurances that negotiations are ongoing and should be well advanced at the close of the examination, which I expect to be in advance of the six month statutory period.

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And the compulsory acquisition matters. Need to report to the Secretary of State for further consideration or consultation should be minimised as far as possible.

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There may be some cross-cutting of issues that may relate to development consent order matters which are being discussed this afternoon, and particularly in relation to protective provisions. Schedule 13. And so I would expect the relevant participants to attend both hearings.

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So in a nutshell, today it's a structured discussion will be led by myself based on the agenda that's already been published. And the purpose is to.

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I have to ensure have all the information I need to make my recommendation to the Secretary of State for Energy Security and Net zero. Thank you.

00:09:51:16 - 00:10:13:10

Okay. Moving on to item number three, which is the applicant's introductions, their compulsory acquisition case. So firstly, could the applicant briefly outline their case for compulsory acquisition, including how they consider it meets the test contained within section 122 of the Planning Act 2008? Okay.

00:10:15:11 - 00:10:45:05

Thank you, madam. Neil Bromwich for the applicant. I will try and make this brief, but appreciate that it's a complex. It's in some some detail points. So about apologies if I don't make it quite as brief as perhaps you expect. Um, but let me pick up first with with as you've highlighted, the need to meet the test in section 102 of the Planning Act 2008. And just as a reminder,

00:10:46:24 - 00:11:07:18

the test itself just has to be satisfied that the land is the land that we're seeking compulsory rights over is required for the development. And and secondly, that there is compelling case in the public interest for the land to be compulsory required. And in explaining our reasons and case for compulsory acquisition, we've also had.

00:11:10:03 - 00:11:29:16

Uh, consideration of the the guidance. Um, madam, that's the Planning Act 2008. Guidance related to procedures for compulsory acquisition. And that identifies a number of points in dealing with the tests under section one, two, two, which we which I will cover. Um.

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Those points are as follows. And the applicant needs to demonstrate at all reasonable alternatives to compulsory acquisition have been explored, and I know that's one point on your agenda. Um, the applicant needs to demonstrate that interference with those rights is is very legitimate purpose, and it's necessary and proportionate. Um. And that the applicant has a clear idea of how he intends to use the land.

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

And there is reasonable prospect that requisite funds will be available. And that there are legitimate, legitimate and sufficient reasons to interfere with human rights. These are all matters which we will cover this morning.

00:12:16:27 - 00:12:36:22

In addition, the guidance suggests that states should consider the following and deciding whether the tests are met in section 1 to 2. And firstly, the land in question is needed for the development and the land to be acquired as no more than reasonably required. And these are all matters which we will cover.

00:12:38:10 - 00:13:12:02

And in considering whether there is a compelling case in the public interest, um, the state needs to be persuaded that there is clear evidence that the public benefits outweigh the private loss. So moving on to these points to outline our case as follows. And so dealing firstly with how the land will be used. First of all, the applicant clearly has a clear understanding of how the land will be used.

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It's probably worth outlining that the applicant has already secured land rights for the solar farm by voluntary agreement and therefore the compulsory acquisition powers which the applicant seeks over the solar park are merely those relating to any third party interest which could interfere with the construction of of a solar park on that part of the land.

00:13:42:29 - 00:14:35:06

It's also worth pointing out that the applicant has a grid connection agreement with National Grid at their fair, and the right sort of substation are limited to those that are needed to facilitate that connection. Um, and also because of that agreement, it's likely. The third that any rights needed over a big offensive station will be achieved through voluntary agreement. So bearing in mind that we have an agreement with the landowner for the solar park, and we have agreement with National Grid, and the main need for the powers are to deliver the land rights necessary for the grid connection between the solar park and big fan, and this land will be used for the construction and operation of underground cables.

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The cables will be underground and there's very little long term, if any, surface disruption long term, and the relevant landowners will therefore continue to be able to use their land for the current commercial farming objectives. So I hope that outlines how the land will be used. We we consider the applicant does have a clear understanding of that. I think briefly and appreciate that this is probably covered in other points, but the reasonable alternatives to K have been explored.

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And just bearing in mind that we have a solar park. Um, which is five kilometres from the grid connection point. There is no reasonable alternative other than to use some third party land to connect. The land over which we have an agreement for the solar park and the grid connection, and the applicant has sought to avoid the use of powers and obviously continues to do so in agreement with the landowners as we'll go through further and hearing.

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But in terms of supporting that, all reasonable tenets have been explored. Very early on, the applicant undertook a grid, detailed grid selection, route selection

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exercise, and that is evidenced in the Grid Route Selection report, which is appended to the Statement of Reasons. And the purpose of that report was to look at alternative routes and identify the most suitable route for the site, which included consideration of landowner

00:16:24:24 - 00:17:05:16

either objection or support, whichever way you like to look at it. And ultimately. Part of that exercise was canvassing landowners to seek their their view, and that feedback fed into and influenced the the grid route selection which which we sought. So whilst it is not possible to avoid entirely. The applicant has undertaken this scheme to look at what alternatives there are in undertaking that exercise and considers, therefore, that it's come up with the best option and looking at all possible alternatives.

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Turning to the fact that the applicant has demonstrated the proposed interference. Um.

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With the right is for a legitimate purpose, and it's necessary and proportionate. Um, and this really comes down to whether or not that the full land that the applicant is seeking to take is proportionate and the right sort are merely, in the most part. Easements and access to construct the project and construct the underground cables. Um, and therefore, as I've said earlier, they're not they're not constraining the ongoing farming of the land.

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And. The connection to the solar park to National Grid is going to deliver a 400 megawatt renewable energy scheme, which is clearly a legitimate purpose and bearing in mind the government's climate objectives as we set out in our need statement at issue specific hearing, hearing one to think it might happen.

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So therefore, the applicant considers that there is a legitimate purpose for seeking the rights.

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I'm moving on to the weather. There is a reasonable prospect of requisite funds for the acquisition becoming available.

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Madam, as you are aware, the applicant has submitted a funding statement with its application and it is. The applicant is part of a large energy regeneration business and has demonstrated that the funds are available to meet the costs of compulsory acquisition. But in addition to that, and will pick up on this when we look at the the the draft order, article 44 of the order provides that the applicant will provide a guarantee in a form acceptable to the Secretary of State to secure those funds.

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Um, so not only is it part of a larger organisation, which is which which is fully capable of meeting those costs, it is it is prepared and willing to put up a guarantee for those for those costs. And so there is more than reasonable prospect that the funds will be made available.

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And briefly turning to the use of the fact that the rights are legitimate for interfering with human rights.

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And the agendas are. I'll pick that pick that up there. But. But we we consider that the, the fact that we're not interfering with any, any homes we are seeking to acquire the applicant is equal to acquire merely land rights on farmland, that there is no interference with human rights. We're going to that in a bit more detail later.

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So.

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Just turning to the test in section 1 to 2 again, that the land is required for the development to which the development consent relates, and that there is a compelling case in the public interest. Um, the applicant considers the tests are met. It's demonstrated that third party land cannot be avoided to connect the solar park to the to the grid, and it has demonstrated that it has selected the most suitable route, which is clearly proportionate, to meet the need for the connection.

00:20:58:08 - 00:21:21:28

Into the compelling case the project. Will materially contribute to UK's urgent need for renewable energy and are committed to sustained growth solar generation. And the project supports the national aims of decarbonisation. Security of supply. And affordability.

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The government's committed to a committed to large scale solar as a matter of policy. There's a need for renewable energy infrastructure at scale, and the requirements for urgency ensure that there should be no upper limits to that capacity. The scheme therefore supports those aims. The energy storage element of the scheme. Will also contribute to security, supply and grid stability.

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And therefore the applicant considers that is a compelling case. The applicant also considers that there's a compelling case

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for the grant of compulsory acquisition passes. In the absence of compulsory powers, the development is most likely not to be assembled, and therefore there would be uncertainty regarding delivery of supply and of a project which is in the public interest.

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And that scheme schemes have been designed. So the scope of compulsory acquisition is no more than needed. Um.

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In support of the compelling case as well. There are some overall positive benefits. The project delivers some important environmental benefits, including a 60% biodiversity net gain, job creation during construction and decommissioning, provision of a new permissive path, community orchard and contribution to local skills and employment.

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So is this reason that the applicant consider that there is a compelling case in the public interest for compulsory acquisition powers to be granted, which outweigh the private loss.

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And in addition, any private loss suffered would be subject to compensation, and therefore the applicant considers the section States should be satisfied that the case was is made out. Thank you madam, that is dealing with your first point.

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Okay. Thank you very much.

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So think you've already answered the second one about reasonable alternatives? Is there anything else you wants to add?

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The second agenda item.

00:23:45:12 - 00:24:05:28

Madam Simon, sir, on behalf of the applicant, I think just a key point to make there in terms of the second point about alternative to compulsory acquisition, is the ongoing dialogue with all landowners and the willingness to try and engage and complete voluntary agreements with those affected parties and interests.

00:24:08:28 - 00:24:09:19

Thank you.

00:24:12:24 - 00:24:27:02

Could you now provide a summary of the related provisions within the Draft Development Consent Order, and including articles within part five and schedules eight and nine? And already touched upon some of these. But any others? Thank you.

00:24:28:19 - 00:24:46:06

Yes. Thank you. Thank you madam. And if you don't mind, I'll just take my time dealing with this. I'm not going to go into granular detail, but I will seek to give an overview of each of the articles in part five and in schedule eight and nine.

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That's why Neil Bromwich for the applicant. So part, part five is powers of acquisition. The numerous articles which deal with those both permanent rights and temporary rights, and some other miscellaneous issues. So turning and dealing with with with article 18 first article 18 is entitled compulsory acquisition of Land. But it's important to note that article in subsection two, article 18 is limited to the rights set out in article 20.

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And I'll turn to those in a minute. But it's important to to understand that the purpose of article 18 is to empower the applicant with the rights, the seat, the rights that are set out in the order.

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Article 19 limits the right to acquire interest to five years from start date of Eco, which is a standard standard clause. And article 20

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horrifies the rights being sought. So in article 21 it states that the undertaker may compulsory such rights or impose such restrictive covenants, which may be required under article 18 by creating them, as well as acquiring those already in existence. And madam, just to explain the importance of this clause and easements in land that the applicant requires to lay cables because they don't already exist, we are not acquiring something which exists.

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So this article gives us the power to create that easement, create that right, and then and then subsequently compulsory acquire it. So it is a mechanism of the of the of the order which gives the ability to compulsory acquire merely rights in land rather than necessarily acquire land itself. And this is just an example of how the applicant is seeking to ensure that the rights it is acquiring only are merely proportionate to those which are required.

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I'm.

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The the rest of the provisions in in article 20 are predominantly nominally procedural, but note that they they bring in to bring into force schedule eight, which we'll deal with and in article 24. Schedule nine. And.

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Article 21 deals with the the right to acquire private rights and restrictive covenants. And just to clarify, under article 20 where we talk about acquisition rights, these are the class one and class two rights set out in the order, which are the permanent rights and permanent access. Article 21 gives us gives the applicant the right to acquire what we've what we've termed in the in the book of reference class four rights.

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And those are the rights of subsist in land, such as private rights or restrictive covenants where those but only to the extent where those rights would be inconsistent with the exercise of the powers under article 18. In other words, we would we would be limited to acquiring those rights where they interfered with our ability or the applicant's ability to carry out the project. And again, this is an example of where such rights are are proportionate to the project.

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Also, where temporary rights are sought, article 21 provides for temporary suspension of those rights, and in all cases um compensation is payable where those rights are acquired or extinguished or suspended.

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Turning to. Article 22. Article 22 modifies the the 1981 General Vesting Declaration Act just merely to provide that it is suitable in the case of a development Consent Order

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under the Planning Act 2008.

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In article 23.

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The Undertaker is permitted to acquire merely subsoil rights in land, and again an example of the compulsory acquisition rights being proportioned.

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For example, um, the applicant might be, um, might be drilling under some land using directional drilling. And the only interest in that land it needs is the is the right to, to place that cable in, in the subsoil and and to and to keep it there and, and pay compensation for that. Right. And again is an example of how those rights are proportionate. In article 24 it gives the applicant the right to override easements and other rights.

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And this includes those rights which are by contract. So it is wider than those articles in article in those rights in article 21 which are interested in land. Article 24 provides rights to acquire any or interfere with any right or restriction which would interfere with the project.

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Article 25. Again, a procedural change amends the procedure in the 1965 Act Compulsory Purchase Act to ensure that the procedures for compulsory acquire acquisition of modified to reflect the Consent Order and the Planning Act.

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Article 26.

00:31:24:25 - 00:31:33:28

Provides for the right to acquire any interest under a street, and to use such subsoil within the street.

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Article. 27 are turning now to the temporary right which which I appreciate. Madam, you've you've raised in a further further agenda agenda point later on. So it's probably worth dwelling on on those 14 minutes. Um. It is. It is standard in development consent orders that the applicant seeks not only.

00:32:07:07 - 00:32:07:22

Um.

00:32:09:14 - 00:32:44:05

Interest the right to compulsorily acquire interest in land which are provided for under compulsory purchase legislation, and therefore the order is explained as a compulsory purchase order. In addition to the compulsory purchase order part of the of the order, there are also provision for temporary rights and and that enables the the applicant to and drawn to land to do all sorts of works, including preparatory preparatory works.

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But but where there is a cable route involved, it predominantly allows the applicant to construct the project temporarily. And that is useful particularly where there are not uncertainties in the in the route, but uncertainty in the precise position of the cable and what's commonly referred to as micro siting. There needs to be some flexibility. It's a 400 cable. It doesn't go at 90 degree bends.

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And one has to, you know, taken on a on the right engineering route. And therefore the temporary rights give the applicant the ability to get onto the land to construct the project, um, without the need to define precisely the land it's acquiring compulsorily before it's gone on site and actually delivered the project. And that is a very important part of this order. Um, so article 27 provides those temporary rights for entering onto the land for carrying out the authorised development.

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Um, and the schedule works include both the construction works and the mitigation works. Um, It's important to note a number of points from this article, the first of which is that the temporary right is only available to the applicant, um, for a period ending on 12 months, one year after the date of final commissioning. So there is a limit to that right, to that temporary right, and that compensation must be paid for the exercise of that right.

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An article 28 is a similar thing. It provides for the temporary use of land for maintaining the authorized event. So it provides a second temporary right to go on to the land to maintain the project, which would mean that if compulsory acquisition rights were not exercised once the temporary right in article 27 had been used, there is an ability to go further back onto the land, but one would expect, and in fact one would, would fully expect that once the project has been delivered.

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And we'll get onto this perhaps later in the agenda once the project has been delivered. Um, the if if voluntary rights have not been agreed, which one would very much hope and expect is the case. Um, compulsory compulsory powers would then be exercised to make to keep the project in place, the cable in place.

00:35:31:16 - 00:35:42:03

Turning to article 29. Article 29 brings into effect schedule 13, which is the protective provisions which we will we will cover further on any agenda.

00:35:43:25 - 00:35:44:10

Um.

00:35:45:27 - 00:36:21:24

Article 30 merely preserves rights of statutory undertakers in streets and stocked up streets, and article 31 merely provides for public utilities or public communications providers to recover any costs. And that is the main body of part five of your. There are two other articles which are perhaps worth highlighting, one of which I've already mentioned, um, in um in the order.

00:36:21:29 - 00:37:04:07

The first is article 43, which is the guarantee. Um, in respect of payments, compensation, I've explained. The applicant has agreed to provide a guarantee, which is to be approved by the Secretary of State. And secondly, article 44, which? Is a standard clause, but it comes back to the point we're going to perhaps discuss later in the agenda about Crown rights. It merely confirms that Crown rights cannot be compulsory acquired without the agreement of the Crown undertaking, but merely because they're linked to points on the agenda.

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If I can now briefly turn to the two schedules. Relevant schedules. Schedule eight is brought into force under article 2222. Um, this. Um.

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So this schedule sheds light and. Many lists what rights can be acquired under article 20. So just coming back to the point about the the operation of article 18 and article 20 and my point about article two, article 18 being limited by article 20 and the rights which may be acquired. This schedule lists each plot and the rights being sought in that plot, so that will be limited to class one.

00:37:59:21 - 00:38:01:15

And class two, right?

00:38:03:21 - 00:38:38:00

And you'll know that in one in more than one there are and there are some rights where no rights are sought. And I know we're dealing with that as well. Later in the, in the, in the agenda and then turning briefly to schedule nine. Schedule nine is a standard a standard provision within development consent orders. And it merely amends the compulsory purchase code in relation to into relation to development consent orders.

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Because the Compulsory Purchase Acts and Project Purchase code don't really accurately reflect this position, which explained earlier around the right to create the ability to create a right and then acquire that right, and therefore there's some modifications required to the party purchase acts to provide for that. And this is, that's that's the operation of schedule nine. And Madame, that concludes my explanation of, of the articles of part five and schedule nine.

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Thank you.

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That's very helpful. Thank you.

00:39:20:08 - 00:39:24:24

Okay, moving on to the next item.

00:39:29:17 - 00:39:54:19

So this seeking updates now? Really? Um. So if you could provide an explanation of the plots in which rights are no longer sort in the latest version of the book of reference, which is the examination library reference rep 2018. Um, understand there's about four plots that have been removed, but you could explain that, please. Yes.

00:39:56:14 - 00:40:05:11

Sorry about the other. For the applicant, um, it may be helpful if we if we had the plans up for the, for these plots if that.

00:40:08:01 - 00:40:11:29

If you could, you can display them on the screen. That would be good. Thank you.

00:40:19:05 - 00:40:56:27

To Bromwich for the applicant, madam. So looking at this first plan, there are there are three plots here which, which are grayed out. Plot 275B which is the square plot in the middle of the kind of large hammer hammerhead part of the gray area. Um. And plot 275A, which is the land surrounding the square. And plot 299, which is the small area of land to the the south by the road by the A17 um, which is a small part of land creating an axis.

00:40:57:01 - 00:41:28:13

Um, the the history of this um, of this area of land was that originally the applicant considered that the um, the access starting two, nine, nine from the A17 would be a suitable point of access to enter on to the the blue land, which is the land which is required for the cable connection. Um, it's subsequently transpired that the land prior um during.

00:41:29:10 - 00:42:05:21

Application process was sold and the new owner built a large building on plot 275 B, which is a is a piggery and madam, I believe that was noted on the site visit yesterday was as we were driving along the A17 and. And so that is a new building. As a result of that, the, the use of, of plots 299 and two seven, eight to access onto the blue land became difficult.

00:42:05:23 - 00:42:26:27

So originally we the applicant removed only 2.75 B, but subsequently transpired that it was it was going to be very difficult to continue to use that that point as an access. So for that purpose, for that reason, all of that land is now has been removed from compulsory acquisition, is no and no writer sought over that land.

00:42:38:02 - 00:42:39:00

If we then.

00:42:39:09 - 00:42:40:27

Yeah. Carry on. Sorry.

00:42:45:09 - 00:42:53:13

And then we turn to the the plot overwrites and they're all sorted at the substation.

00:42:56:15 - 00:43:29:09

I'm now on the screen and. So this is plot 99 I. This is a small area of land which is in the ownership of National Grid and is necessary for National Grid to take one, um, circuit of the West Burton grid line. Overhead grid line, which is the small square you can see to the right of the box 19th.

00:43:29:11 - 00:44:05:02

Sorry, to the left of the box, 1991 side of that circuit will be taken underground and into a kind of what's referred to as a kind of ceiling end compound, um, which basically just means that the cables are going from an overhead point to an underground point into that land at 99 A and then into and then into a slightly different position in the substation that um, because that work is grid work and the applicant is not intending to enter onto that land at all.

00:44:05:10 - 00:44:36:09

Um, in, in undertaking the development whilst that that that work is consequent consequential upon the development because National grid need to do it in order to expand beyond substation, the applicant has no need for an interest in that land, and hence that land has been been greyed out and no longer no, no, no rights no longer sought over that land. And that Adam covers all of the plots over which no rights and no longer sought.

00:44:40:01 - 00:44:45:25

Okay, so at the moment the plots have been grayed out. Will they be removed from the order limits?

00:44:49:20 - 00:45:04:05

Sorry, Madam Neil, for the opening. That's a very good. That's a very good point. And, um, we. Yeah, I've debated this long and hard as to whether or not we should amend the order limits or leave them as grayed out. Um.

00:45:06:11 - 00:45:26:01

Don't think the the effect is any different. Whether we grey them out or we amend the order limits, and for the purpose of seeking to make minor modifications to the document, we've let them read out, but we'd be happy to remove them from the order limits if that was clearer.

00:45:28:06 - 00:45:32:19

Yeah. Just just wanted to seek a legal view on whether that was possible.

00:45:33:00 - 00:46:10:14

In terms of 99. I, I would say that the, the work to undertake the cable into the ground potentially still forms part of the development and therefore it whilst we could remove the rights from the order, the right the rights, it may be, it may still be the best option to leave the order limits around that land. In terms of the land around the piggery, I think it would be perfectly okay to remove to move the land from the order limits, because none of that land is required for the project,

00:46:11:29 - 00:46:17:12

and if it would be helpful, we'll do that at the next stage. But the deadline for.

00:46:34:16 - 00:46:38:03

Yeah, I think that makes sense. And.

00:46:39:28 - 00:46:45:27

So 99 I. There's still that connection there.

00:46:46:16 - 00:47:07:18

Well, 99 will remain in the. In the in the order limits in terms of the works. But no, but we will not it will not need to be in the book of reference. So we can amend the we can amend these plans, the land plans to remove the land from the land plans. We can we can amend the land plans to take that out. Yes.

00:47:12:02 - 00:47:16:05

It would certainly clarify the position. Yeah, yeah I think.

00:47:17:15 - 00:47:22:17

Yeah, because it's not. Material changes such anyway, so.

00:47:22:19 - 00:47:32:28

Creates confusion in terms of your so seeking a right. And then you're saying well we're not seeing it's not needed any, it's not needed. So it would clarify things to take things out. So I agree it's.

00:47:33:14 - 00:47:36:05

270 5AB and 299.

00:47:38:06 - 00:47:41:15

And for simplicity, I've just deleted all the limits.

00:47:41:17 - 00:47:46:05

So if we can just take that away and just work through that. But but yeah.

00:47:46:17 - 00:47:53:15

If there's a good reason for keeping them in and growing them out and yeah, just provide an explanation in writing.

00:47:53:17 - 00:47:57:18

Yeah. Leave that with us. Yeah.

00:48:16:25 - 00:48:26:02

Okay. This also number of affected persons that have been deleted from the book of reference. Um.

00:48:27:26 - 00:48:43:24

Just to name a few of the names. There's Dean Robinson, Tracy Robinson back in some of Howell parochial church council. And a few others. I think there's about 6 or 7 names. Can you just explain those, please?

00:48:44:25 - 00:49:00:13

That's Simon for the applicant. Yeah. Just to confirm, our diligent inquiry has confirmed that none of those parties that have been removed have any interests within the order limits. So yeah, for the update for deadline two. All of those interests have been removed from the book of reference.

00:49:11:04 - 00:49:12:19

Okay. Thank you.

00:49:22:25 - 00:49:29:15

So as it stands, are there any more names or plots likely to be removed during the course of the examination?

00:49:30:15 - 00:49:40:06

Time and time again. That's an ongoing process. We're working through all of those category two interests as we speak, and a further update will be provided at 93.

00:49:55:03 - 00:50:04:06

Okay. That concludes agenda item three. Just ask the other parties present in the room whether they've got any comments or questions to raise.

00:50:06:03 - 00:50:10:18

No. That's fine. I'm not online either. No.

00:50:12:14 - 00:50:36:25

Okay, moving on to agenda item four. Could the applicant now provide a brief update on the progress of negotiations deadline for their conclusions? And that's with reference to the most recent schedule that was submitted at deadline two. And there's no need to go through every entry. It's just where it's been. Any change or progress since the last document was submitted?

00:50:38:26 - 00:51:17:00

Thank you, Madam Simon. Sir, on behalf of the applicant. Yes. As Mr. Drummond helpfully outlined earlier, just to clarify, class rights one, our permanent easement and access rights. That's right. Two is permanent access only and close. Right four is the overriding private rights. Um, just in terms of class four. Right. There's probably too many to go through individually, as you say. But as a general summary, the majority of class four rights within the order limits are held by parties where protected provisions will apply, most of which are advanced or agreed privately held.

00:51:17:12 - 00:51:18:26

Um category two interest.

00:51:20:27 - 00:51:27:13

Those interests are, as mentioned as now, currently in the process of being confirmed as whether they still apply or we are seeking.

00:51:29:19 - 00:52:07:18

In discussion with those parties in terms of commercial arrangements. That's for cultural rights in terms of class rights. One and two. Um, as explained in our response to your questions at deadline two

in rep 2-077 questions a 1.8 majority of the landowners privately held land have formed what's called a land interest group. Just to summarize again, the land interest group is made up of landowners, agents and some of those tenants and occupiers.

00:52:08:01 - 00:52:41:09

Um, just to confirm, there are 16 titles along the cable route covering 108 different interests within the book of reference. That's document 4.3034. Um, they include all of the private landowners. The applicant is seeking an option for easement from. Um, the basic premise of the the land interest group was to ensure parity between what was agreed with all the landowners along the route, and that's the basis with which the applicant has been engaging with the land interest group.

00:52:44:06 - 00:53:16:01

Uh, those parties along the route not represented by the Landis Risk Group, again, are parties to which protective provisions or state and statements of common ground will apply. I'm just briefly in terms of update. I didn't know if you wanted to walk through individually, but that's something we can we can do if you would like to, if we have time. If not, I can give a general overview, um, in terms of specific points tonight, Lincolnshire County Council has interests in several plots.

00:53:16:29 - 00:53:51:09

Um, it's the applicants understanding that um, have decided not to engage with the applicant at this time in terms of commercial negotiations on those plots in which they're the freehold owner. Um, obviously that's a decision that they're perfectly able to make in terms of the applicant's approach to LCC. And it's hoped that should the be granted and they will come to the table at that point. And there are a few plots within the book of reference that there are unregistered interests.

00:53:52:29 - 00:54:17:09

The applicant is in contact with the parties we believe are the beneficiary of those unregistered interests, and we are doing all we can to try and identify the ownership or interest in those unregistered plots with constant dialogue. And our objective with those unregistered interests is to enter into private agreement with those parties as soon as possible, and certainly within the examination period.

00:54:18:09 - 00:54:18:24

I'm.

00:54:21:17 - 00:55:12:18

And just in terms of the land interest group generally, um. Since deadline two, we've been engaging with some of the parties within the land interest group more regularly than others, and some parties are very welcome to dialogue. Other parties within the group seem to be less engaging than they were. So in terms of the general message, we are dealing with each landowner and their representative on an individual basis so that we are trying to move forward with each party as quickly as possible, rather than facing a delay with any potential conflict of interest within within the land interest group in terms of priorities and timeframes.

00:55:12:20 - 00:55:27:13

So I think despite that lack of engagement from some parties, and I would reiterate, this is only some, not all. The applicant remains confident that with our continued efforts, we will reach agreement with all of those parties within the examination period.

00:55:31:15 - 00:55:34:16

Don't know if you wanted me to go through each individual plot, walk through the land plans.

00:55:35:03 - 00:55:41:08

I don't think so, no. Um, I've got the the schedule,

00:55:42:27 - 00:55:48:24

which is only if he's updated at each deadline that there's. There's no need for that. That's fine.

00:55:51:03 - 00:55:51:20

And.

00:55:57:26 - 00:56:08:11

So the only effective persons here present are the black slaves. eBay I don't know whether you've got any comments to make at this stage before I move on.

00:56:11:06 - 00:56:43:23

Andrew Scott from the black. Yeah. Um, nothing in particular. The only thing I'd say regarding, um, looking for, um, registration of various plots, if it's alongside highways, etcetera. Um, the general rule of thumb is that the adjacent landowner is responsible for unregistered lands, particularly where there are walk horses. That's the general rule of thumb under common law. Um, otherwise, no, nothing particular to to to to discuss things.

00:56:44:29 - 00:56:46:16

Okay. Thank you very much, Mr. Scott.

00:56:57:21 - 00:57:01:11

Okay, move. I'll move on to item five, then. Temporary possession.

00:57:06:12 - 00:57:24:09

So it's pretty much as it says in the agenda. Um, you could just set out how would you you would seek to use the temporary use of land as opposed to compulsory acquisition of land. And then in an update on progress of negotiations in terms of temporary possession.

00:57:25:13 - 00:58:02:15

It's. Thank you, madam. Neil Bromwich for the applicant. As I touched on in my previous submission, the purpose of the temporary use of land, the temporary rights under articles 27 and 28 are to give the applicant the opportunity to enter onto the land without the need to undertake formal compulsory acquisition or impose compulsory acquisition rights for a temporary period, which.

00:58:03:25 - 00:58:36:02

Is a slightly subservient legal right below the the the legal compulsory right. And it gives its a precursor to um to the use of compulsory powers. Um as said to give the applicant the opportunity to construct the project so that it can reduce the land over which it is seeking to take rights.

00:58:36:04 - 00:59:14:21

It also gives the applicant and the landowner opportunity, where agreement hasn't been reached voluntarily, to continue to negotiate voluntary agreement and to do so in a way where it focuses the land right only on the land over which the project is being built. And as you might have seen, particularly from the example of the plan which we put on the screen earlier, um, around the grid route, um, which, which where it exits the solar park.

00:59:14:23 - 00:59:49:15

It's quite a wide swathe of land. Um, the, the it is the area of the or the width of land which the cable route will run through is limited over the most part of the site, almost part of the cable route to a 2020 five metre easement strip. Um, but at the current time, for engineering reasons, um, the applicant can't

be certain to limit that cable route to or the rights of land over which the rights are needed to at 25 meter width.

00:59:49:17 - 01:00:45:21

Because the cable may need for many reasons, engineering predominantly may need to be micro cited. Um, so the ability to get onto the land and use temporary rights gives the ability for the applicant to get onto the land. Undertake preliminary works, which may include, for example, additional archaeological testing. It also enables the applicant to get on and construct a cable route, and then, with certainty, enter into voluntary agreement for the 25 meter width, or when it then comes to seeking compulsory rides, to be certain the area over which those rights will be sought, how they will be restricted, how they restrict the land, and importantly, the impact on on a landowner to assess compensation for the use of the acquisition rights.

01:00:46:06 - 01:00:55:25

So it is a process, is well understood and well trod trodden process to development consent orders where one is seeking rights over a cable route.

01:00:57:18 - 01:01:19:00

And that is predominantly the purpose for seeking temporary rides. As explained earlier in article 28, gives gives applicant ability to exercise those temporary rights for maintenance or albeit where those rights are acquired permanently. One would would expect that that would be unnecessary.

01:01:44:20 - 01:01:56:05

Okay and to the bid any amendments to the area required for temporary possession since the start of the examination, or is it likely to be changed at all during the examination?

01:01:58:03 - 01:02:20:18

But. Neil Branch is the applicant? No, with the exception of the gray, the grade area at the what I'm calling the piggery, which is now being removed, which also would have included temporary. Right now no other changes are being sought at the moment.

01:02:24:04 - 01:02:28:27

So there'd be no no investigations ongoing to narrow down the area.

01:02:29:14 - 01:03:06:01

And. Well, it's it's it's a good question, madam, but but but no, not at the moment. Um, as far as I'm aware, because the engineering details won't be, um, will not be moved forward to the extent that that will be certain until the development consent order is granted and those kind of full engineering details and then worked up. But obviously at this stage, um. So the grant, the applicant you know, won't want to to to undertake that work.

01:03:16:03 - 01:03:17:15

Okay. Thank you.

01:03:19:21 - 01:03:26:21

Are there any other comments within the room or virtually in relation to temporary possession?

01:03:29:03 - 01:03:35:02

You know, anything else you'd like to raise the applicant before we move on to item six?

01:03:36:27 - 01:03:47:27

Well. Sorry. Neil Branch, the applicant. It might be helpful if Mr. Todd just just updates you in terms of notifications to landowners in respect of temporary rights. Yeah.

01:03:49:15 - 01:04:22:22

Simon Turnbull of the applicant. Yeah. Just just briefly to outline, we're not seeking any class three rights in isolation sought in relation to other class rights too. And in general terms, we've engaged with all land interests about the rights that we're seeking and both including simply Rights. And we have recently notified parties in relation to the temporary powers being sought in terms of articles 27 and 28 of the draft DCO. We've had no specific representations in relation to class rights.

01:04:22:24 - 01:04:32:29

Three specifically um. And those rights are being negotiated in line with the other rights that the applicant is seeking. Um.

01:04:35:00 - 01:04:38:02

The deadline for those discussions remains within the examination period.

01:04:45:24 - 01:04:46:23

Okay. Thank you.

01:04:50:10 - 01:05:09:00

Item six on the agenda is Crown Land, and the applicant could explain the range of Crown land interests that are listed in part four of the Book of Reference, and then provide an update on the progress of negotiations with those relevant Crown authorities.

01:05:12:05 - 01:05:14:11

Thank you, madam. Your promise to the applicant.

01:05:16:27 - 01:05:22:20

We're just getting plans, sharing Crown interests. Um.

01:05:24:16 - 01:05:57:11

So just to explain, there are there are two. Two separate Crown parties and three areas of land which are our Crown interests. And just in terms of referring to Crown interests, this this is defined under section one three, 135 of, of the Planning Act. And in subsection four it lists the purposes for for the Crown.

01:05:57:23 - 01:06:47:14

The first two. The first two areas to deal with are um are the main solar site, which is the area in blue. Now on the plan, which is owned by the Crown Estate Commissioners. Sorry, the land is not owned by the commissioners. The the the land was sold to the current owner by the Crown Estate Commissioners and at the time of the transfer, the Crown Estate Commission has reserved the rights to the minerals under the site and whilst there are no commercially workable minerals within within the sides, um, the Crown Reservation uh, means that the project potentially has the right to has the ability to interfere with those Crown rights.

01:06:47:27 - 01:07:23:27

And for that purpose, um, the Crown interest has been noted and the parties and the and the applicant is entering into negotiation with the Crown Commissioners in order for it to secure. The right to interfere with those Crown Mineral reservation reservations. That is an ongoing commercial negotiation which the Minister can, can, can provide some further details, which we fully expect to have concluded by the end of the inquiry.

01:07:24:12 - 01:07:59:14

In addition to that, that the Crown Estate commissioners, the same party owe, also owns freehold. A very small strip of land which is on this plan. It's not very clear, but it's. It's the area where the where the cursor is being shown. At the moment. It's a very small strip of land. It runs alongside the railway and the train. And as a consequence of the need to directionally drill under that freehold land, there is a requirement for the applicant to have an easement for that.

01:07:59:24 - 01:08:19:29

That's very small strip of land. So in addition to discussion with the Crown Estate commissioners over the minerals issue, the the applicant is also seeking an easement with the Crown Estate commissioners. And again, it's fully expected that that interest will be secured prior to the close of the inquiry.

01:08:22:09 - 01:08:54:18

Third crown. Interesting. Just referring back to section one three, five four is in the ownership of the Duchy of Lancaster, and therefore it is a Crown interest. Um, that land is, is is owned freehold and is is a piece of farmland over which an easement will be required. And again, negotiations are ongoing with the Crown Estate Estates agent.

01:08:54:27 - 01:08:55:12

Um.

01:08:56:23 - 01:09:07:24

Starting with. Mr. Tarr wants to add to his comments earlier about the the position on negotiation. Just give you some confidence that those agreements will be reached.

01:09:10:05 - 01:09:45:14

Time and time of the applicant? Yes. In terms of the current state commissioners, um, with regards to the mineral rights reservation over the solar farm site since deadline two matter, we have had some positive engagement with the Crown Estate agents. Um, and we are currently in discussion with, with them in terms of the Crown Estates requirements, in terms of commercial settlement. Those negotiations are ongoing, and we very much welcome the recent engagement from from the Crown States agents, and we are hopeful that those discussions will be concluded within the examination timeframe.

01:09:46:07 - 01:10:02:02

Um, the in terms of the freehold land that the Crown Estate commissioners own for the easement. Um, we understand that there are no objections to that easement being granted, but, um, that discussion is sort of being.

01:10:03:24 - 01:10:16:19

Discussed at the same time as the Moonrise Reservation, so the two have been dealt with together with a view to agreeing the mineral rights issue first before settling on the option for easement.

01:10:18:06 - 01:10:22:12

In terms of the Duchy of Lancaster interests on plot for.

01:10:24:09 - 01:10:45:28

We are in advanced discussions with the agent. These discussions have been very constructive to date, and we have a set of heads of terms that are now all but agreed by 1 or 2 points. So we're very confident that the relevant agreements will be in place before the examination period ends.

01:10:50:19 - 01:10:58:11

So these are two separate Crown authorities. So two separate sets of agreements will be issued.

01:10:58:18 - 01:11:00:00

Right, madam? Yes. Yeah.

01:11:13:25 - 01:11:19:08

Okay. That's useful. Thank you. Is there anything else on Crown Land for. Move on.

01:11:30:21 - 01:11:34:25

Okay. Agenda item seven. Statutory undertakers.

01:11:38:19 - 01:11:55:29

Since first confirm if the statutory undertakers that are listed in table two of the schedule of negotiations is now a complete list, because understand a couple of extra parties have been added to that, and are any further amendments expected?

01:11:58:00 - 01:12:10:13

Thank you, madam. Neil Bromwich for the applicant. There is one further party where it is possible that there will be a.

01:12:12:18 - 01:12:18:01

In addition. And that is for Baker. Baker Fen wind farm.

01:12:20:02 - 01:12:50:09

The applicant had not had a huge amount of engagement from wind farm, but very recently. Further discussions have been ongoing and it is likely now that the applicant will reach an agreement on some particular provisions for wind farm. Madam, probably recall from the side yesterday. There is part of the cable route which runs through the wind farm.

01:12:50:20 - 01:13:19:19

It won't interfere with the turbines themselves, but there are access tracks and inevitably underground cables which which may need some some protective provisions to ensure that the works won't interfere with those, those assets. So it is likely now that there will be that additional party added and ongoing discussions on that are occurring at the moment.

01:13:26:04 - 01:13:29:23

So there will be an additional set of bespoke protective provisions.

01:13:30:17 - 01:14:12:27

It is sorry, Madam Branch, that it is likely that there will be a set of bespoke protective provisions for when wind farm, but come on to come on to that as well, because in in respect of some of the other and I suppose this is perhaps just explaining how the way the protect these protective provisions work. Um, as I'm sure you're aware, madam, um, schedule 13 sets out provisions for protection of statutory undertakers to ensure that where they own assets which potentially could be affected by the development, adequate protection is given to those assets.

01:14:13:06 - 01:14:56:15

Um, quite often in development consent orders, um applicants and statutory parties enter into what what are commonly referred to as asset protection agreements. They're just a commercial contract which which sit outside the DCO. Um, and sometimes they append a different set of protection provisions to those which are attached to the DCO. Um, and it's probably painful to go through the purpose of why there might be different protective provisions in, in the actual DCO and then different ones in a third party agreement, which is outside the DCO.

01:14:56:17 - 01:15:29:15

But but that is the reality of what what was the way the way these things have developed. So when we're talking about bespoke protective provisions, um, we, we refer to that in, in the terms of each party in negotiations. The applicant has some of those provisions might not be on the face of the order. They may be in a side agreement, but in any case, there will be protective provisions in the order which will protect those statutory undertakers in any event.

01:15:29:17 - 01:16:02:28

So there will be a kind of a base set of protective provisions in the order, and there might be some bespoke protective provisions in the agreements side agreements which give the those undertakers added protection. Um. But rest assured, the protection is there because the base protection provisions are there, or the bespoke protection provisions may be included on the base of the order. So don't want to overcomplicate matters for you, but but wanted to explain.

01:16:03:00 - 01:16:22:03

When we're talking about bespoke provisions, you may not see a set of provisions for wind farm because they may be in a separate side agreement. But rest assured, there will be protection provisions in the order, a base set which will give them protection as an as an electricity generator that sets.

01:16:28:08 - 01:16:32:16

But so does this also apply to Triton Island Viking?

01:16:32:23 - 01:16:34:29

Absolutely. And and thank.

01:16:35:01 - 01:16:40:03

You for part one. Sorry. Part part one of the protective provisions.

01:16:40:05 - 01:16:41:00

Yeah.

01:16:41:23 - 01:16:42:08

Yeah.

01:16:42:16 - 01:16:43:04

Sorry.

01:16:43:19 - 01:16:50:17

Part one. Cover all of those if. If there's no bespoke protective provisions listed in the DCO.

01:16:50:27 - 01:16:57:06

Oh, sorry. Yes, indeed. If there's no bespoke protective provisions for Triton Knoll and Viking, they're not.

01:16:57:08 - 01:16:58:06

Named as such.

01:16:58:11 - 01:17:13:09

They're not named as such. There will be a base set of protective reasons for them because they're an electricity undertaker, and therefore the part one, part one will cover them. Sorry, sorry. You. Yes, I'm part one of schedule 13. Yes. You're right. You're.

01:17:23:01 - 01:17:34:13

No borrowing from the applicant, madam. It might be worth just adding to that, that when the protective provisions are agreed, those parties who have made relevant reps.

01:17:37:00 - 01:17:50:03

And are therefore interested parties in respect of this, this, this. This application will remove that, remove any objections that they have put.

01:17:52:04 - 01:17:57:18

Which will clarify that they are content. Adequate protective provisions are in place.

01:18:02:15 - 01:18:15:00

Yes. So the the relevant reps and the reps that have come from biking, right? No. When they mention protective provisions, they could be in a side agreement. And yes.

01:18:15:11 - 01:18:18:12

Named in that, that can be the case. Yeah.

01:18:18:14 - 01:18:19:15

That was what was confusing.

01:18:19:17 - 01:18:49:24

Yes, it is a bit confusing and apologies and I probably made this more complicated. I think the key point being is that we are negotiating protective provisions with all the interested parties, all the statutory undertakers, and we we will get to a point before the close of agreement with them, and they will be recorded on the face of the DCO, or they will be in a site agreement and those parties will confirm that they are there. They've accepted them.

01:18:51:00 - 01:18:52:24

Yeah. This. Understood. Thank you.

01:18:57:22 - 01:19:20:08

So in terms of the additional statutory undertakers that have been added to the list, so to speak, we've got the Vodafone and BT Group and think Vodafone got 99. Just explain the addition of the telecommunications companies plays. Well.

01:19:21:18 - 01:19:52:00

Yeah. Branch the applicant madam, my understanding is Mr.. Maybe need to assist me on this that there is a telecommunications cable which runs in Bekker fen substation in land adjacent to then substation, which is owned by National grid. Um, and it was identified that that cable may be in the ownership of the telecommunications companies. Um.

01:19:53:16 - 01:20:04:05

On that basis. There are already in the in part two of schedule 13 asset protection provisions for those parties.

01:20:06:02 - 01:20:06:24

Been that in.

01:20:08:16 - 01:20:09:11

That reason.

01:20:12:15 - 01:20:17:19

Yeah. That's fine. Is there anything else you wish to add on on online? No.

01:20:18:12 - 01:20:19:12

No, madam. Thank you.

01:20:34:07 - 01:20:45:12

So on the next item on this agenda item, it's just an update on the progress of negotiations with those statutory undertakers. And if there's anything you wish to add.

01:20:48:10 - 01:21:34:15

Neil Bromwich, the applicant and madam. I think really just to say that negotiations are ongoing. There's been there's been some, you know, significant agreement with the majority of those, those statutory undertakers. But it might be worth just highlighting that ongoing discussions are being held with Trident Nol, because as you are aware, the applicant is seeking powers over the Triton access road and therefore there is a holistic discussion on going Thatrillionole over not only the the protection for the asset, but also the interest in land which the applicant is seeking.

01:21:36:05 - 01:22:13:15

We very much expect that that negotiation to have concluded by the end examination, if not earlier. Um, similarly, there is ongoing discussion with National, with, with Network Rail. Um and. My understanding is that Network Rail had agreed to the protection protective provisions and therefore are content that the protective provisions fully cover the protection of their railway, with the exception of one point, which is the ability to compulsory acquire right under the railway.

01:22:14:03 - 01:22:44:17

And that is that is something which is subject to commercial discussion. Um, and, and therefore is holding up the completion and the final completion of the agreement of, of protective provisions. Um, but because that's a commercial negotiation based on, on, on, on the, the compulsory acquisition and an easement. Um, as you know, madam, that's not really an issue that Secretary State should really take into account when considering. Um.

01:22:49:28 - 01:22:54:14

Something will update you update as we go through deadline

01:22:56:09 - 01:22:59:28

with regard to all the or the other

01:23:01:19 - 01:23:32:26

parties. If run through them very quickly and the water has been agreed. National grid gas transmission has been agreed. National grid electricity transmission has been agreed, the Environment Agency has been agreed and the Black Sluice Drainage Board have been agreed. As highlighted earlier, wind farm is yet to be discussed. And that would be wiki link is discussion is ongoing as well and expected to conclude by the closing of the inquiry.

01:23:32:28 - 01:23:35:02

So I think that covers.

01:23:35:10 - 01:23:36:00

All of them.

01:23:47:04 - 01:23:57:10

Don't have any further questions to ask in terms of statutory undertakers. I don't know if black slaves while you're here if you've got anything to add.

01:23:59:23 - 01:24:01:24

No, not from black, ma'am. Thank you.

01:24:02:09 - 01:24:03:19

Thank you very much.

01:24:09:24 - 01:24:12:12

Move on to other matters.

01:24:19:16 - 01:24:26:29

So firstly I just had a question about the unidentified interests and.

01:24:28:27 - 01:24:32:07

Just wanted an explanation of.

01:24:34:20 - 01:24:42:02

Where plots have labeled as assumed owners and just explain what's meant by that, please.

01:24:43:05 - 01:25:14:15

Simon, here, on behalf of the applicant. Yeah. And so in terms of the identified interests or unregistered interests, we have listed some plots as assumed riparian ownership. So where you have riparian ownership, um, you have it's generally alongside a drainage ditch or a watercourse where the freehold owner of the land adjacent to that ditch or watercourse takes ownership of up to the middle of the ditch or the watercourse.

01:25:14:17 - 01:25:19:12

So that's a common law assumption. So that's what we've got in our

01:25:21:06 - 01:25:39:18

book of reference. That doesn't mean to say that we are not seeking agreement for those areas. And a very few points, if you have 2007 of the process we've been through to do that. Okay. So where we have unregistered interest, we're talking to, um. He.

01:25:41:09 - 01:26:12:29

A registered London is on either side of those ditches where we have made assumptions of who the interested parties are. We are seeking their confirmation that they either own it, or whether they are aware of any interest in those parties of land, and where they are confirming that they are the owners of those plots. And we are seeking voluntary agreement with those parties. Again, in terms of time frames, those agreements would be in place before the examination period.

01:26:13:13 - 01:26:55:18

Um, there are also some interests in land that we have in table three there where, um, we have interest recorded on land registry titles, where we have been unable to identify the beneficiaries of those interests or rights. Um, where we have old conveyances from many years ago where the parties are no longer either in existence, or we cannot confirm with certainty that those rights do not extend to the order limits. So, um, again, in those circumstances, we are liaising with landowners and the parties involved to establish what those rights are and when they extend.

01:26:56:04 - 01:27:30:22

And again, we are seeking some further clarification on that from those parties. I think the general message there is that we'll provide an update on all of those interests at deadline three. Um, again, in terms of some of those, don't identify the interests. Um, part of our inquiry process involves the erection of site notices. So where we have unregistered land or plots, where we have been unable

to identify the beneficiary of rights or interests, we have erected a number of site notices over the last 18 months or so to try and.

01:27:32:09 - 01:28:09:09

Confirm ownership. So just in terms of 11 notices were erected in July 2022, 17 in January 2023. Um, so yeah, we're following our diligent inquiry process to try and identify those interests. Um, just in terms of process for dealing with any, any interest that we are unable to establish ownership or beneficiaries to, then that will be dealt with after DC was granted in terms of an unregistered land.

01:28:10:02 - 01:28:12:21

First cautioning it's first registration of title.

01:28:14:22 - 01:28:32:17

And again, we can look at various other methods in terms of post. The general message is that we are seeking further clarification on all of those interested and registered plot, and again hope to reach all those parties before the end of the examination.

01:28:37:21 - 01:28:39:07

Okay. Thank you very much.

01:28:46:29 - 01:28:54:27

And cannot just inquire whether there have been any updates to the funding statement. Whether that's likely to change during the examination.

01:28:56:08 - 01:29:15:10

For the for the applicant, madam. No, there are no updates to the funding statement. There was a small amendment at deadline two, which just clarified distinction between the type of contract which was entered into for the construction of the project, but no substantive changes to the funding statement at this point.

01:29:18:14 - 01:29:19:07

Thank you.

01:29:26:27 - 01:29:35:21

And we've already touched upon this to a degree, but can you just summarize your approach to human rights and public sector equality duty?

01:29:36:23 - 01:29:56:03

Thank you ma'am. Just just to pick up on on human rights. And we we do deal with that in section ten of the statement of reasons. But just to be just to walk through those and those points and I'll just deal with each article in turn. Um, so article one

01:29:57:23 - 01:30:30:05

protects the rights, peaceful enjoyment of possessions. Um, no one can be deprived of their possessions except in the public interest. Um, potential of infringement on human rights is on balance, outweighed by the significant public benefits of the development. For the reasons stated earlier in relation to the applicant's compelling case in the public interest. Um, the applicant also minimize land required through design of the scheme, seeking voluntary agreement.

01:30:30:12 - 01:30:38:22

Um, consideration of the alternatives, etcetera, and therefore considers seeking of the right to be proportionate. That deals with article one.

01:30:40:24 - 01:30:49:27

Um. Article. Article six entitles those affected by compulsory purchase powers in order to a fair and public hearing. Um.

01:30:51:18 - 01:31:26:11

As as all parties, all interested parties being given the opportunity to attend the hearings today. Um and and and and be heard. As you can see, there aren't there are none. But in any event, for anybody who is affected by dispossession, compensation is payable to them. Um, and that's provided for under the compensation code. And in addition, affected persons do have the right to apply to the Upper Tribunal to determine compensation payable.

01:31:26:17 - 01:32:04:05

So there are provisions allowed for that. Um the applicant is consulted with owners and occupiers, etcetera. We explained they're being given the opportunity to make representations in response to the notices served on them. Um, and persons aggrieved and also have the right to challenge the High Court if they consider the decision unreasonable. Um, so, um, on the basis that the applicant and its agents have undertaken due diligence inquiries explained by Mr.

01:32:04:07 - 01:32:05:16

Tal. Um.

01:32:08:06 - 01:32:36:04

To understand all the changes, and determining new interest in the applicant considers that they have have engaged with all interested parties and the relevant provisions of article six are satisfied giving everybody a right to a fair hearing. And then finally, in article eight, article eight protects the right to a private family life. Um, home correspondent's

01:32:37:27 - 01:32:50:18

interference with this right can be justified if it's in accordance with the law, and it is necessary in the interests of, amongst other things, matter, security, public safety, and economic well-being of the country.

01:32:53:15 - 01:33:38:11

Has explained earlier. No house, no no private houses or dwellings are subject to compulsory acquisition. And therefore actually the the applicant considers the the article is not engaged, but if it is engaged and the applicant considers that all steps taken are in accordance with the law and in the public interest. So overall, the applicant doesn't consider there are any infringements to articles one, article six or article eight of the Human Rights Act. Um, and if there is any interference the applicant considers proportionate and necessary in accordance with law, in accordance with the compelling case in the public interest, and just dealing very briefly with the public sector.

01:33:38:13 - 01:34:14:29

Equality duty. This duty predominantly applies to public authorities. Exercise public functions. The section state will be a public authority. The applicant is is arguable, although not certainly a quasi authority because it is exercising compulsory acquisition rights. Um, the um the applicant is doing on that basis, the applicant is going is doing an equalities impact assessment that is under preparation and that will be submitted at deadline three, and we can update you further on that as necessary.

01:34:20:08 - 01:34:26:17

No that's fine. I'm aware that's going to be submitted at deadline three. What's his impact assessment?

01:34:31:27 - 01:34:40:13

Yeah, I think that's it, for that matter. Just, just finally just wrapping up. Really? Um.

01:34:42:06 - 01:35:06:13

So in the event that voluntary agreements are not reached before the end of the examination, which, as I've said before, I do intend to close early, around four weeks early. And what action should be taken in my recommendations to Secretary of State if agreement is not reached? Bearing in mind we should be minimising any extra consultation that the Secretary of State does.

01:35:09:06 - 01:35:47:00

Thank. Thank you, madam. Promise for the applicant. Um, I think the first point to really make is the the significant terms as outlined by Mr. Tarr, that the applicant has made to engage with all the parties throughout quite an extensive period of consultation and pre-application consultation and and that those significant attempts are ongoing and will continue to be ongoing, whether or not agreement is reached, um, before the inquiry closes.

01:35:47:08 - 01:35:47:23

Um.

01:35:49:04 - 01:36:19:19

Boss applicant very much hopes that all parties will reach agreement. There is a reason why is included in the consent order, and that is to protect the applicant and ensure the product is deliverable in the case that agreement cannot be reached. And that is a tool which which the Planning Act gives the applicant in order to seek parties to resolve ongoing issues during the examination.

01:36:19:21 - 01:36:53:27

And it is very much hope that the interested parties will see that as an opportunity to reach commercially negotiated position. But that doesn't mean the applicant stops that process. Once the examination closes, the applicant will continue that process. And in fact, you know, as you can as as I hope has been demonstrated this morning, you know, one would not want to cease negotiations when they've got to a very, very, very close position of of settlement just because the examination closes so that that that effort will, will be ongoing.

01:36:53:29 - 01:37:41:03

And ultimately the Secretary of State will need to bear in mind that we have met the tests as submitted and must make a decision as to whether those tests are met, and that compulsory powers can be applied if they are needed and if they are needed, then that will give the applicant the right, the ability and the power to deliver the project. And that is the key objective of the application, is to ensure that the project is deliverable and meets all of those requirements and needs which applicants outlined in its need statement and and meet government policy.

01:37:41:10 - 01:37:56:10

And hopefully that's a wrap up of of the position. If there's any further detail in terms of how we go about dealing with those parties, I'm more than happy. Also, Mr. Tyler is more than happy to to explain.

01:38:00:10 - 01:38:12:07

No. That's okay. Think because we're getting a schedule of negotiations at each deadline as well, as long as I'm receiving those regular updates and. And that

01:38:13:27 - 01:38:22:21

I know in advance whether something does look likely to be outstanding at the end of the examination. That will be useful to know.

01:38:24:19 - 01:38:48:17

So there's seems to be good progress made on the whole. And it's just those outstanding points really. And is there anything anyone else wishes to raise that's not been mentioned on the agenda? Any interested parties move to a close?

01:38:50:24 - 01:38:51:21

Okay.

01:38:53:09 - 01:39:01:21

There's just a couple of action points that I can remember. I will publish these as well.

01:39:04:25 - 01:39:18:23

First. The main one was the one about considering further whether to delete those plots from the order limits. Or that they should be grayed out. I think I think that was that was the main one. And.

01:39:27:16 - 01:40:04:16

Yeah, the other action points we know about. Anyway, for further information that was going to be received at deadline three, the Equality Impact assessment and further update on identified interests. A. Okay. Sotomayor closed the hearing. Thank you all for contributing. A digital recording of the proceedings. This morning will be made available soon as possible on project page of the National Infrastructure website, and will return here at 2 p.m.

01:40:04:18 - 01:40:17:10

this afternoon, when it will be issue specific hearing three that will initially deal with draft development consent order issues. And then we'll start on some of the environmental matters.

01:40:19:17 - 01:40:29:04

The time is now 11:40 a.m., and this compulsory acquisition hearing for the Higginson Fen Solar Park is now closed. Thank you.