

# Heckington Fen Solar Park

EN010123

## Written Summary of Applicant Oral Case at Compulsory Acquisition Hearing (CAH) on Tuesday 21st November 2023

Applicant: Ecotricity (Heck Fen Solar) Limited

Document Reference: ExA. WSCAH-D3.V1

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## WRITTEN SUMMARY OF THE APPLICANT'S ORAL CASE AT COMPULSORY ACQUISITION HEARING (CAH) ON TUESDAY 21ST NOVEMBER 2023

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## **Contents.**

1. Purpose of this Document.....	1
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## **Appendices contents.**

Appendix 1 – Oral Attendees .....	16
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# 1. Purpose of this Document

- 1.1. This document is submitted on behalf of Ecotricity (Heck Fen Solar) Ltd ("the Applicant") and contains the Applicant's written summary of its oral submissions at Compulsory Acquisition Hearing ("**CAH**").
- 1.2. CAH on the compulsory acquisition for Heckington Fen Solar Park was held at 10:00am on Tuesday 21<sup>st</sup> November 2023 as a blended hearing (in-person and virtually through Microsoft Teams).
- 1.3. A list of the Applicant's oral participants that attended the CAH can be located at **Appendix 1** of this note.
- 1.4. The CAH took the form of running through the items listed in the agenda published by the Examining Authority ("**the ExA**") on 13 November 2023 (the "**Agenda**"). The discussion on compulsory acquisition ("CA") matters predominantly focused on:
  - 1.4.1. the case for compulsory acquisition and temporary possession, as set out by the Applicant, and the tests of CA within the Planning Act 2008 ("PA 2008");
  - 1.4.2. reasonable alternatives to CA;
  - 1.4.3. updates on progress and expectations on negotiations;
  - 1.4.4. objections to CA and temporary possession; and
  - 1.4.5. statutory undertakers, including updates on protective provisions.



**Table 1: Written Summary of the Applicant's Oral Case at Compulsory Acquisition Hearing**

Item	ExA Question/ Content for Discussion	Applicant's Response
<b>Agenda Item 3: Applicant's Introduction to their CA Case</b>		
a)	The Applicant is to briefly outline their case for CA, including how it considers the tests contained in Section 122 of the PA 2008 (PA2008) would be met.	<p><u>Tests of the PA 2008:</u></p> <p>The Applicant detailed the tests set out under section 122 of the PA 2008 for a DCO including compulsory acquisition powers, namely that:</p> <ul style="list-style-type: none"><li>• the land is required for the development to which the DCO relates or is required to facilitate or is incidental to the development (s.122(2)); and</li><li>• there is a compelling case in the public interest, and that the Secretary of State is persuaded that the public benefits will outweigh the private loss suffered by those whose land is to be acquired (s.122(3)).</li></ul> <p>The PA 2008 'Guidance related the procedures of compulsory acquisition of land' states that applicants should be able to demonstrate to the satisfaction of the SoS that:</p> <ul style="list-style-type: none"><li>• All reasonable alternatives have been explored.</li><li>• Interference with rights is for a legitimate purpose and is necessary and proportionate.</li><li>• The Applicant has a purpose for the land and there is reasonable prospect that the requisite funds be available.</li><li>• There are legitimate and sufficient reasons to interfere with human rights.</li><li>• The land in question is required for the development, and is no more than reasonably required for the development.</li><li>• There is a compelling case in the public interest, with clear evidence that the public benefits will outweigh private loss.</li></ul>



		<p><u>Reasonable Alternatives:</u></p> <p>The Applicant confirmed that alternatives have been explored and there are no other reasonable alternatives other than to use third party land. The Applicant undertook a grid selection exercise which is outlined in a report appended to the Statement of Reasons (reference: 4.1), that considers alternative routes and identified the most suitable route. The report also considered landowner views and how feedback influenced the grid route selection. Although it is not possible to avoid compulsory acquisition entirely, this exercise has allowed for alternatives to be considered and the best option to be selected.</p> <p><u>Proposed interference is for a legitimate purpose and is necessary and proportionate:</u></p> <p>The Applicant confirmed that the rights sought are mostly easements and access to construct the project, therefore, this will not constrain the ongoing farming of land. Furthermore, there is a legitimate purpose for seeking the compulsory acquisition rights as per the Government need for renewable energy targets and climate objectives.</p> <p><u>Land Use, Requisite Funds and Human Rights:</u></p> <p>The Applicant detailed how the land will be used and noted that they have already secured land rights for the solar park by voluntary agreements and a grid connection agreement with National Grid at Bicker Fen Substation, with rights limited to those needed for facilitating connection between the solar park and the Bicker Fen Substation. Rights needed over Bicker Fen Substation are likely to be secured through voluntary agreement.</p> <p>Therefore, the main need for compulsory acquisition powers is to deliver the land rights for the cable route corridor. The cables will be underground with very little long term surface disruption and the land will then be restored to its original agricultural purpose.</p> <p>The Applicant will have the requisite funds available, as demonstrated by the Funding Statement (document reference 4.2) submitted as part of the application. The Applicant is part of a large energy business and has demonstrated funds are available to meet the costs of compulsory acquisition. In addition, there is a requirement for a guarantee to meet the costs of compulsory acquisition contained in Article 44 of the dDCO.</p>
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		<p>The Applicant also noted that in relation to human rights, the project will not interfere with any homes, and is seeking only to acquire rights on farmland.</p> <p><u>Section 122 Tests:</u></p> <p>The Applicant confirmed that they consider the tests set out under section 122 of the PA 2008 have been met. It has been demonstrated that third party land cannot be avoided and the most suitable land has been selected to connect to the grid. Furthermore, the need for the connection is proportionate to contribute to UK renewable energy targets.</p> <p>In relation to the compelling case, the Applicant confirmed that the project will materially contribute to the UK's urgent need for renewable energy and national aims of decarbonisation, security of energy supply and affordability.</p> <p>The Applicant also noted that the energy storage aspects of the scheme will contribute to security of supply and grid stability. In the absence of compulsory powers, the project is unlikely to be assembled despite being in the public interest and the scope of acquisition being no more than needed.</p> <p>The Applicant then detailed a number of benefits relating to the project including at least 60% biodiversity net gain in habitat units, job creation, the provision of a permissive path and community orchard, and the contribution to learning, skills and employment. The Applicant considers there is a compelling case that will outweigh private loss, and such private loss will be compensated.</p> <p><b>Post hearing submission:</b> <i>The Applicant has updated the DCO to secure a minimum of 65% (increased from 60%) biodiversity net gain in habitat units.</i></p>
b)	The Applicant is to summarise how the Application demonstrates that all reasonable alternatives to CA (including modifications to the scheme) have been explored.	The Applicant noted, in addition to the submissions made above in relation to agenda item a), the ongoing dialogue with landowners demonstrates a willingness to engage and complete voluntary agreements with those affected parties and interests as an alternative to compulsory acquisition.

<p>c)</p>	<p>The Applicant is to provide a summary of the related provisions within the dDCO including Articles within Part 5, and Schedules 8 and 9.</p>	<p>The Applicant outlined the powers of compulsory acquisition contained in Part 5 of the dDCO under numerous articles dealing with permanent and temporary rights as follows:</p> <ul style="list-style-type: none"> <li>• Article 18 – provides for the compulsory acquisition of land and is limited to the rights set out in Article 20. This article seeks to empower the Applicant with the rights set out in the dDCO.</li> <li>• Article 19 – limits the compulsory acquisition rights to five years from the "start date" (as defined in Article 19).</li> <li>• Article 20 – clarifies the rights being sought. Article 20 is predominantly procedural, but the Applicant noted it also brings Schedule 8 into force. The class rights sought in connection with Article 20 are Class 1 and Class 2 rights as outlined in the Applicant's Statement of Reasons (document reference 4.1).</li> <li>• Article 21 – states that the undertaker may compulsorily acquire such rights or restrictive covenants that may be required under Article 18, which includes creating them as well as acquiring those already in existence. The Applicant requires easements in land to lay cables that do not yet exist, so the article gives the power to create an easement/right and then compulsorily acquire it. This would only be acquisition of rights in the land, and not acquiring the land itself to ensure a proportionate approach. The Applicant explained this also gives rights to acquire Class 4 rights where they are inconsistent with the exercise of powers under Article 18. This right would be limited to acquiring rights to the extent they interfere with the Applicant's ability to carry out the project. This would entail a temporary suspension of inconsistent rights to which compensation is payable.</li> <li>• Article 22 – modifies the Compulsory Purchase (Vesting Declarations) Act 1981 so that it is suitable in the case of DCO.</li> <li>• Article 23 – provides that the undertaker is permitted to acquire subsoil rights in land only, which is an example of compulsory acquisition being proportional.</li> </ul>
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		<p>The Applicant then explained the schedules:</p> <ul style="list-style-type: none"> <li>• Schedule 8 – lists the rights that can be acquired by Article 20. The schedule lists each plot in which Class 1 and 2 rights are sought. There are some plots where no rights are sought.</li> <li>• Schedule 9 – is a standard provision, amending the Compulsory Purchase Code in relation to DCOs to reflect the position enabling the creation and acquisition of rights.</li> </ul>
d)	<p>The Applicant is to provide an explanation regarding the plots in which rights are no longer sought.</p>	<p>The Applicant displayed plans for the relevant plots (Land and Crown Land Plan (document reference 2.1)). In relation to plot 275A, 275B and 299 the access sought over these plots would have been suitable for access for the project. The land was sold prior to the application being made, and a large building was built on plot 275b. As a result, plots 299 and 275A became difficult to use for an access route for the project and therefore, no rights are now sought over this land.</p> <p>In relation to Plot 99I, the Applicant outlined that this is a small area of land in the ownership of National Grid which is necessary for National Grid to take one circuit for the West Burton Feeder Bay overhead grid line, with one side being taken underground through the cable sealing end compound. The Applicant is not intending to enter this land, but work will need to be done by National Grid to extend the substation for the project, therefore, the Applicant has sought no rights over this land.</p> <p>The ExA queried whether the plots will be removed from the Order Limits and expressed preference for their removal. The Applicant confirmed that the effect would be no different between 'greying out' the area (i.e. the current position in which no CA rights are sought), or amending the Order Limits to remove the land entirely, but explained that the Applicant is content to remove the plots from the Order Limits in the interests of clarity.</p> <p><b>Post-hearing submission:</b> as the Applicant explains in the Deadline 3 cover letter (ExA.CL-D3.V1), the Applicant proposes to remove Plots 275A, 275B and 299 from the Order Limits at Deadline 4. The Applicant has also identified a further minor reduction at plot 345 on the grid connection route. The plot comprises a ditch as an isolated plot whereby the Applicant was seeking rights to the lay the underground cable. However, following the CAH and upon reviewing the plot in isolation, it was considered that rights</p>



		<p><i>over this land are not strictly necessary as there would be no engineering solution in which the cable could feasibly pass through this land without straying outside of the Order Limits. Accordingly, the Applicant also proposes to remove Plot 345 at Deadline 4.</i></p> <p>The ExA also queried the deletion of some affected persons from the Book of Reference and asked for an explanation. The Applicant explained that those parties have been confirmed to have no interest in the Order Limits through diligent enquiries and were removed at Deadline 2. Any further removals will be updated at Deadline 4.</p>
<b>Agenda Item 4: Applicant's Progress Update</b>		
a)	<p>The Applicant is to provide a brief update on the progress of negotiations and deadline for their conclusions with reference to the most recent Schedule submitted at D2 [REP2-020] in relation to Class Rights 1, 2 and 4.</p>	<p>The Applicant confirmed that the Class 1 rights sought are permanent easement rights, Class 2 rights sought are permanent access only, and Class 4 rights sought override private rights. In general, rights held in the Order Limits to which Class 4 rights would apply are held by parties where protective provisions would apply.</p> <p>In terms of Class Rights 1 and 2 being sought, the majority of parties with privately held interests in the Order Limits are now represented by the Land Interest Group (LIG). There are sixteen land titles along the cable route, covering 108 different interests within the Book of Reference. The LIG was formed to ensure there was parity between all landowners and occupiers along the cable route and it is on that basis that the Applicant has been working with the LIG, negotiating a uniform set of commercial terms that apply to all parties represented by the LIG.</p> <p>Since the update at Deadline 2, whilst the Applicant has been making good progress with most agents within the LIG, there are some agents within the LIG who have ceased to be as responsive as before. The Applicant is re-assessing the situation in relation to those agents that are not engaging, with contact being made directly with landowners to ensure negotiations are moving forward. The Applicant remains confident that private agreement will be in place before the end of the Examination Period. The Applicant will provide a further update at Deadline 4.</p>

		<p>Lincolnshire County Council has a freehold interest in several plots but has decided not to engage in commercial negotiations with the Applicant at this time. The Applicant is hopeful that the Council will commence negotiations if the DCO is granted.</p> <p>In terms of unregistered plots, the Applicant is in contact with parties they believe to be the beneficiaries of unregistered interests with a view to entering into a private agreement, where necessary, during the Examination Period.</p>
b)	<p>Affected Persons present will be asked for their comments and to set out any outstanding concerns which may prevent a timely agreement with the Applicant.</p>	<p>Andrew Scott, speaking on behalf of the Black Sluice Internal Drainage Board confirmed there were no comments from the Internal Drainage Board in particular, but made a point regarding the registration of plots alongside the highway/watercourse and that it is the adjacent landowner responsible for those parcels of unregistered land.</p>
<b>Agenda Item 5: Temporary Possession (TP)</b>		
a)	<p>The Applicant is to set out the criteria which it would use in whether to seek the temporary use of land (Class 3 Rights) pursuant to Articles 27 and 28 of the dDCO as opposed to CA (Class Rights 1 and 2).</p>	<p>The Applicant confirmed that the purpose of the temporary use of land is to give the Applicant the opportunity to enter onto the land for a temporary period to reduce the amount of land it is seeking to take rights over. It enables the Applicant to commence the project if a voluntary agreement is not agreed beforehand. The cable route corridor is a swathe of land (25m), and the Applicant cannot be certain for engineering reasons to limit this any further, at this stage, due to the need for micro-siting.</p> <p>The Applicant may need to undertake preliminary works, e.g. archaeological testing, prior to constructing the cable route. Then, with certainty, the Applicant can enter into the 25m width when seeking compulsory acquisition rights and know which land it will need to take rights over. Compensation is then payable for the land in question (as outlined in Article 27). This is a well-trodden process for cable route projects.</p> <p>The ExA queried whether there would be any further temporary amendments. The Applicant confirmed that with the exception of Plots 275A, 275B and 299 (and now Plot 345), which were discussed at agenda Item 3 of the CAH, there have been no investigations to narrow down the land further before the end of examination, as engineering certainties will not be fully worked up until the DCO is granted.</p>

b)	<p>The Applicants are asked to provide an update on progress of negotiations with Affected Persons in relation to Class 3 Rights and a deadline for their conclusions and explain whether there has been / will be any amendments to use of TP or CA since the start of the Examination.</p>	<p>The Applicant explained that with the exception of 'greyed plots' (Plots 275A, 275B, 299 and 99I) (and now Plot 345) on the Land and Crown Land Plans (document reference 2.1), there have been no further changes and will be no narrowing down until detailed design is undertaken.</p> <p>The Applicant has engaged with all land interests about the rights they are seeking, including more recently sending out further correspondence to some to remind them of the temporary possession powers being sought pursuant to Articles 27 and 28 of the draft DCO. The Applicant has had no specific representations in relation to Class 3 Rights and there are no plots where only Class 3 Rights are being sought. They are being negotiated alongside Class 1 and 2 Rights and the focus remains to have all voluntary agreements concluded within the Examination period.</p>
c)	<p>Affected Persons present will be asked for their comments and to set out any outstanding concerns regarding the proposed temporary use of land and associated powers.</p>	<p>No Affected Persons raised any comments.</p>
<b>Agenda Item 6: Crown Land</b>		
a)	<p>The Applicant is to explain the range of Crown land interests listed in Part 4 of the Book of Reference [REP2-018].</p> <p>The Applicant is to provide a brief update on the progress of negotiations with the relevant Crown Authority and deadline for achieving consent pursuant to Section 135 of PA2008.</p>	<p>The Applicant confirmed that there are two Crown parties and three areas of land with Crown interests, defined under Section 135 of the PA 2008.</p> <p>Plot 283 has a Crown interest over an area of approximately 750 acres within the eastern half of the energy park. This land was sold to the current owner by the Crown Estate and at the time of the transfer the Crown reserved the rights to the mines and minerals under the land. There are no commercially workable minerals within the site, but the Crown reservation means that the Project could potentially interfere with Crown Rights. For that reason, the Crown interest has been noted and the Applicant is negotiating with the Crown to secure the necessary permissions to interfere with these mineral reservations. The Crown's commercial position has recently changed in a response received by the Applicant after Deadline 2. The Applicant is currently trying to understand the Crown's substantial shift in commercial position by undertaking further discussions with their</p>



		<p>agent. The recent engagement from the Crown is welcomed by the Applicant and it is hoped that a commercial agreement for the lease of mineral rights can be reached within the Examination period.</p> <p>The Applicant also explained that the Crown owns a freehold small strip of land alongside the railway at Plot 69. It is necessary to drill under this land so the Applicant requires an easement with the Crown Estate Commissioners. It is understood that there are no objections from the Crown to the option for easement for the cable crossing, but the Crowns agents have been instructed to deal with the mineral rights reservation before dealing with the option for easement at Plot 69.</p> <p>The third area of land is a freehold estate held by the Duchy of Lancaster and negotiations are ongoing with the agent. Discussions with the Duchy's agents are at an advanced stage, with the HOTs now in a substantially agreed format, subject to formal Duchy sign off. The Applicant is confident that agreement can be reached within the Examination period.</p> <p>The ExA queried whether there are two sets of agreements with the Crown authorities. The Applicant confirmed this was the case.</p>
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**Agenda Item 7: Statutory Undertakers – Sections 127 and 138 of PA2008**

a)	The Applicants are asked to confirm if the Statutory Undertakers listed in Table 2 of the Schedule of Negotiations [REP2-020] is now a complete list or if any further amendments are expected.	<p>The Applicant confirmed there was one possible party for addition – the Bicker Fen Wind Farm ("<b>BFWF</b>"). The Applicant undertook early and continued engagement with BFWF but there has been limited response until more recently. Part of the cable route runs through the wind farm and will not interfere with the wind turbines, but there are access tracks and underground cables that may need protection through negotiated protective provisions.</p> <p>The ExA asked if there would be another bespoke set of protective provisions and the Applicant confirmed it is likely for BFWF. Schedule 13, Part 1 of the DCO (the general protective provisions) sets out provisions for the protection of statutory undertakers that own assets that could be affected by the scheme. The Applicant noted that applicants and statutory parties regularly enter into Asset Protection Agreements or 'Side Agreements' that sit outside the DCO which tend to append bespoke protective provisions. For bespoke protective provisions, the protection exists but this may be in a</p>
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		<p>separate side agreement and not in the DCO itself. There may be a base set of provisions in the DCO, and bespoke provisions in the side agreement giving statutory undertakers added protection. Accordingly, BFWF will be protected by the general protective provisions at Schedule 13, Part 1 of the DCO but, regardless, the Applicant will continue to explore whether BFWF wish to pursue bespoke protective provisions.</p> <p>The ExA queried if this will also be the case for Triton Knoll and Viking Link. The Applicant confirmed that at this stage the Applicant does not expect there to be bespoke provisions on the face of the Order for Triton Knoll as Triton Knoll are content to deal with this solely within a Side Agreement. The Applicant is still waiting to hear from Viking Link as to their position on whether bespoke protective provisions will be required on the face of the Order or whether a Side Agreement is sufficient. When the protective provisions and/or Side Agreements are agreed, those parties who have made relevant representations will remove their objections, which will show that adequate protective provisions are in place.</p> <p>The Applicant further confirmed that a telecommunications cable runs through Bicker Fen Substation that could be owned by a telecommunications company and that, accordingly, Part 2 of the Schedule 13 protective provisions of the DCO will apply to any such telecommunications companies.</p>
b)	<p>The Applicants are to confirm which Statutory Undertakers are subject to bespoke Protective Provisions in Schedule 13 of the dDCO and whether any additional bespoke Protective Provisions are expected to be added.</p> <p>The Applicants are asked to provide an update to the progress of negotiations with Statutory Undertakers and include a timetable for agreement of any outstanding matters arising from representations.</p>	<p>The Applicant confirmed that negotiations are ongoing, but there has been significant agreement with most statutory undertakers:</p> <ul style="list-style-type: none"><li>• There are ongoing discussions with Triton Knoll as the Applicant is seeking powers over the access road. The Applicant expects to conclude negotiations by the end of examination.</li><li>• Similarly with Network Rail, almost all of the protective provisions have been agreed with the exception of the ability to compulsorily acquire rights under the railway. There is a commercial negotiation to reach agreement on the required easements, but the Secretary of State will not need to consider the value of the consideration that is the subject of those negotiations.</li></ul>



		<ul style="list-style-type: none"><li>• The following Statutory Undertakers have agreed all items – Anglian Water, National Grid Gas Transmission, National Grid Electricity Transmission, Environment Agency and Black Sluice Internal Drainage Board.</li><li>• As discussed earlier, negotiations are ongoing with the Bicker Fen Wind Farm.</li></ul>
d)	Any Statutory Undertaker or other relevant body in attendance will be invited to put oral submissions to the ExA.	No Statutory Undertakers made oral submissions to the ExA.
<b>Agenda Item 8: Other Matters</b>		
a)	The Applicant's approach to Unidentified Interests as listed in Table 3 of the Schedule of Negotiations [REP2-O20].	<p>The ExA queried what is meant where the plots labelled as 'assumed owners'.</p> <p>The Applicant confirmed there was Riparian ownership alongside ditches/watercourses where there is a common law assumption that the freehold owner of the land on either side of a ditch / water course takes ownership of these unregistered ditches / watercourses.</p> <p>Where there is unregistered ownership or unknown interests in land, discussions are taking place with registered landowners either side of the land to seek their confirmation on ownership. The Applicant is seeking voluntary agreements where they are required and the owner or beneficiary of the interest is confirmed. Where the Applicant is unable to identify the beneficiaries of those rights or cannot confirm with certainty they extend to Order Limits, they are liaising with landowners to confirm with the parties what the rights are.</p> <p>Where interests in the land could not be identified through the diligent enquiry process, site notices were erected on the land requesting anyone with an interest in the parcel of land get in touch with the project team. These notices were left in place for a minimum of five weeks, unless the land interest was confirmed. The Applicant has erected site notices on unregistered land over an 18 month period including 11 notices in July 2022, 17</p>





		<p>notices in January 2023 and a further 14 notices in April 2023. The process for dealing with any unidentified interest will be confirmed if the DCO is granted.</p> <p>The Applicant confirmed that the Schedule of Negotiations (document reference 4.4) will be updated at Deadline 3.</p>
b)	Any updates to the Funding Statement [REP2-016].	The Applicant confirmed there are not expected to be any material updates to the Funding Statement (document reference 4.2), with the exception of a small amendment that occurred at Deadline 2 clarifying the distinction between the type of contract.
c)	A summary of the Applicant's approach to Human Rights and Public Sector Equality Duty.	<p>The Applicant noted that this is dealt with in Section 10 of the Statement of Reasons (reference: 4.1):</p> <ul style="list-style-type: none"><li>• Article 1 (Possessions) – no one can be deprived of possessions unless in the public interest. The potential infringement of human rights is outweighed by the significant benefits of the development relating to the Applicant's compelling case in the public interest, that was addressed at Agenda item 3 of the CAH. The Applicant has also sought to minimise the land over which rights are required through the design of the scheme and has sought to agree such rights voluntarily. The Applicant has also considered all reasonable alternatives and considers the seeking of rights to be proportionate.</li><li>• Article 6 – entitles those who might be affected by compulsory acquisition to a fair and public hearing. The Applicant noted that all parties have been given the opportunity to attend the hearing and anyone who is affected by dispossession will be entitled to compensation. The Applicant has consulted with owners and explained that they have the opportunity to make representations as well as the right to challenge in the High Court. In addition, the Applicant has undertaken diligent enquiries to identify affected parties and engaged with all identified parties.</li><li>• Article 8 – the right to private and family life. Interference with this right can be justified, for example, in the interests of national security. There are no houses or dwellings that are subject to compulsory acquisition, so the Applicant does not consider the article to be engaged. However, if Article 8 is engaged, the Applicant</li></ul>



		<p>considers any interference to be proportionate, necessary, in accordance with law, and justified as there is a compelling case in the public interest.</p> <p>The Applicant noted in regard to the Public Sector Equality Duty that the Duty predominantly applies to public authorities and entities that exercise public functions. The Secretary of State is a public authority for the purpose of the Duty, and the Applicant, although not a public authority, has a quasi-public role as it is seeking to exercise compulsory acquisition powers. On this basis, the Applicant is preparing an Equality Impact Assessment for Deadline 3.</p>
d)	Action to be taken if agreements not reached within the Examination timetable.	<p>The Applicant explained that there has been significant consultation and discussion with parties that will continue to be ongoing when the examination closes. The long lead in times for DCO projects coupled with the extensive amount of pre-application consultation can often mean that land agents and landowner legal teams can be reluctant to agree commercial terms until closer to a DCO consent award. Therefore, the commercial reality of the status of discussions with landowners - particularly those familiar with the DCO process - tends to speed up towards the end of an examination and closer to a DCO decision. The Applicant therefore expects to continue to progress with discussions and agreements beyond the close of Examination. Whilst the Applicant hopes parties can reach agreement, if the agreement cannot be reached, compulsory acquisition powers are available.</p> <p>Ultimately, the Secretary of State will need to consider that the Applicant has met the relevant tests under the PA 2008, and if compulsory acquisition powers are needed to deliver the project, then the key objective is that the project is deliverable and needed, as outlined in the Statement of Need (reference: 7.3).</p>
e)	Any other matters arising.	None were raised.



## Appendix 1 – Oral Attendees

1.1. Those speaking during CAH on behalf of Ecotricity (Heck Fen Solar) Limited:

- 1) **Neil Bromwich**, Partner, **Osborne Clarke LLP**
- 2) **Simon Tarr**, Senior Director (Land & Property), **Pegasus Group**

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