

AUDIO_GATEBURTON_ISH1_SESSION2_05 0723

00:09

1135

00:15

can just

00:22

back right,

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we got to

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item five on the agenda

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which is the

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draft development consent order itself and the drafting of that order

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if it assists the parties to follow along, then it's the submission draft development consult order that we will be discussing nuts examination Library Reference, a PP. 215.

01:04

In addition, I may refer to submission copy of the explanatory memorandum, which is,

01:11

er reference a pp 216.

01:16

In addition to the draft development, consent order matters that will be dealt with in today's hearing. Further matters pertaining to the draft development consent order articles and sheduled will be the subject of written questions from myself in my first round of written questions, which will be published alongside the release letter. And I anticipate that that will be next week at some stage.

01:43

The benefit of any parties who are involved in a development consent order examination for the first time, I will just note that we have requested updates to the draft vote content or regular points during the examination to ensure that matters raised in connection with the drafting can be taken on board

02:01

terms of the way that we envisage the applicant dealing with the matters that are covered today. And subsequently, it is likely that a number of points will be made, need to be picked up through updates or revisions to the draft development consent order, and also to the explanatory memorandum, I would note that we have a standing request in the examination timetable for an updated DCU at each deadline. Obviously, if there are no updates, this would be noted in that deadline to admission. Timetable requests responses to my first set of written questions that deadline to so it may be that any substantive changes to the development consent order, if proposed are provided, then there's also request for an updated explanatory memorandum at those points to so that any changes to the draft issue are fully explained.

02:53

In the intervening period,

02:55

we would ask the applicants post hearing submissions indicate where points are likely to be picked up through update to the draft about consent order, and or em if they're not provided in new submissions, or any supporting documents.

03:12

So moving on to item 5.1, which deals with the articles in the DCO. I don't intend to cover all of the articles, or matters that may arise from them. As I've said, there are a number of questions and matters that are written in my first written questions. So given the time available to us today, I'm just proposing to cover a reasonably focused number of particular articles or specific articles. And those are ones that are covered today are those which I consider benefit from explore exploration in a hearing, and getting an understanding of progress as to where we're moving to and how we're going along and timescales, etc, so that I can have a reasonable degree of certainty as to where we're moving to with them.

04:05

So if we turn to

04:09

Article Two, I think it's the first one and the agenda that I have.

04:16

And in terms of Article Two,

04:19

interpretation.

04:31

I wanted to just test some of the more common interpretations that are there and just to understand what the

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applicant's perspective these on and whether they are sort of fit for purpose.

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So I'll also link to schedule 13. And a little bit of there's a bit of crossover, which are the documents and plans to be certified by the Yes.

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So, definition of environmental statement

05:00

refers to a named document

05:04

in your interpretation and schedule 13.

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In the event that material needs to be submitted into the examination to update, clarify or supplement the submitted as

05:18

pilot the draft DCO reflect any agenda to the year submitted during the examination, as the interpretation refers directly to the assets submitted.

05:34

Me standing on behalf of the applicant get a relevant definition of environmental statement and Article Two refers to the document of that name identified in the table. It shows your therapy team, which is certified by the Secretary of State as the environmental statement for the purposes of the order rather than the environmental statement, which is submitted with the application. So if there are any updates to the environmental statement during the course of the examination, those would be the documents which are submitted to the Secretary of State what esterification, following the award of the DCO. And then the relevant schedule could also be updated to refer specifically to the examination references. When reviewing our response to this agenda item. I am aware that some of the recent energy D CEOs provide some more detail on the definition of and definition of environmental statement and schedule 13, including making provision for a separate table where there have been updates to any particular plans and documents, we will take that away there and see if we is something that we should incorporate for the next deadline. But I think

06:42

I think the question is whether or not the environmental statement itself was fully updated, or whether it's just a dender or irata that are added to it, in which case, it may not be the environmental statement as such, it may be environmental information that's taken on board, but not necessarily the definition of environmental statement. So it's around that issue. Yes, exactly. So that's understood, we'll take it away and see if we can be more specific.

07:23

We touched on the definition of maintian.

07:27

Earlier on,

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and reference to decommissioning

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definition of maintenance activities does seem particularly broad, it provides an open list rather than a closed list and include inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of but not remove, reconstruct or replace the whole of the authorized development and maintenance and maintain are to be construed accordingly.

08:05

explanatory memorandum doesn't include any statement of precedent for that definition. And so I was wondering if you're actually relying on a particular precedent for that.

08:22

And I'm concerned, is it appropriate and proportionate to use the word include, as this results in that being an open list rather than a closed list, and therefore, there are other matters, which could be taken on board.

08:40

And

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I'll go through a couple of points here, and then you can pick them all up.

08:45

Although remove, reconstruct or replace the whole of the authorized development is excluded.

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Is that in one fears are accrued over time a series of events which could be described as mentioned at that particular time result in the whole of the scheme being done on a phased basis?

09:12

And then, I think I'm alluded to this previously, how does that definition of maintain sit with the environmental statement which has an expected set of equipment replacement in 2046 within the carbon assessment,

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which suggests the intention for the wholesale replacement of all of the panels

09:37

and

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is that

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within the maintenance or is there a separate provision that should be used to control that in the definitions

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if you can just pick up those issues with one other small point on maintenance as to whether or not

09:58

does that mean? Think

10:00

landscape maintenance.

10:04

Amy Sterling on behalf of the applicant and taking the first part of your question is is the definition of maintained precedented? The answer is yes it is precedented. Apologies if that's not clear from next slide your memorandum we will update that for the next deadline. The most recent precedent for the definition is in the longfield Solar Farm Monitor 22 entity which was granted last week. And in relation to the second part of your question, as to the sort of, on the face of it and the broad nature of the definition, I think it's important to look at how the definition of yours is used, and particular article five of part two of the DCO, which

10:44

grabs the power to maintain the authorized development, whereas the undertaker was granted consent to maintain authorized development, that is subject to Article Five three, which states that this article does not authorize the carrying out of any work, which are likely to give rise to any materially new or materially different effects, which have not been assessed and environmental statement. So whereas the definition of contained in Article Two is, perhaps on its face broad is constrained by the assessment and the environmental statement by the operation of Article Five, three.

11:19

And on that basis, our submission that the definition is, is appropriate and appropriately constrained by the assessment.

11:28

And listen to the third part of your question, sir.

11:31

Think it was the definition of maintain, does that cover landscaping works? Today I hear that correctly. That was the final part. There was there was a bit in there, which I'm not sure if you've necessarily directly addressed but you may come back to, which is about the phased implementation of maintenance over the period.

11:56

And whether or not you could undertake certain replacements. And in the environmental statement, which does make reference to the wholesale replacement of

12:09

the panels at a particular date, given that there's a 25 year life of the panels and they're all going to be swapped out in 2046. I think the carbon assessment sets sets out

12:24

me standing on behalf of the applicant. Yes, the definition maintain would allow the replacement of solar PV panels and the manner described and assessed in the environmental statement and statement, which will include the replacement of individual solar PV panels, and the manner in which is described.

12:42

That, of course, is necessarily different from replacing the entire scheme, including all sort of ground mounted infrastructure and substation. And the

12:51

subtle difference was the replacement of all the panels is simply just the panels and when what you're talking about when it says, The replacement of the scheme, you're talking about everything. So that's correct. And include, for example, their 400 KV cable and enabling walk centered costs and substation.

13:11

Yes, I'm sorry, that the final point was the landscaping. Yes.

13:16

Me selling on behalf of the applicant? Yes, I currently have no reason to believe the definition of maintained doesn't cover landscaping. But perhaps that's what I can take away and we can confirm in writing.

13:26

Thank you.

13:41

Just checking as to whether or not there's any hands up, do any of the representatives in the room have any issues but environmental statement or maintain? I will take that up but because I've got a couple of other matters in terms of

13:58

specific interpretation. But let's not bundle them all up together as not maybe too much. Thinking? Sure. Have you heard anything about either of those points? It's definitely holding a chair county council. So we don't have any issue with the definition of maintain as written just on the landscaping point. My view would be actually that landscaping isn't included because it's not part of the authorized development. But it's not necessarily a problem because not sure you need power to replace a tree because it's not development. So it doesn't actually know what you don't you don't get power to maintain your tree but I'm not sure you need it.

14:36

So mistake Westlands, the District Council

14:39

just on the definition of maintain. Sir, we agree that the definition is is broad. We do think however, that article five three probably acts as a sufficient safeguard, so that nothing is done in non compliance with the scope of the IES so

15:00

I agree that it could be worded slightly more precisely and clearer and more narrowly, but it's not necessary. Thank you very much. That's very helpful to

15:13

know so and we will have them respond in written submissions. Okay, thank you very much.

15:20

I don't see anything in the virtual room. So I'll carry on with the interpretation that

15:26

I just wanted to pick up the permitted preliminary works.

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It carves out certain exceptions from the definition of commencement of development. I just wanted to the interrelationship of some of the requirements and articles and

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just explain the necessity for part hitch

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site clearance, which includes vegetation removal demolition of existing buildings and structures.

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And the extent this has been taken into account in assessing the significant environmental effect, and its effect on the operation of requirements seven, and then the landscaping and ecological management plan to be approved before the commencement of development.

16:15

Sort of an issue of the relationship.

16:19

If development hasn't commenced, because you're undertaking your permitted preliminary works, then your requirements don't bite yet, but your requirements require certain actions.

16:36

Amy's doing on behalf of the applicant, I think I understand the point that you're making. So, the way that the definition of permitted premier works will operate means that vegetation removal may be carried out without triggering a submission of the old lamp.

16:55

In my submission, there will be the ultimately that will make certain assumptions and there is a framework or them which has been submitted and that the final document which is submitted and presented requirements seven must be substantially in accordance with the framework which has already been provided. So sufficient information on the intention of the applicant with regard to vegetation removal etc, has already been submitted with the application and will be examined. Nevertheless, I do take your points are and we will consider further paths for example, whether requirements seven should not exclude permitted polemics. We'll take that away. Thank you very much.

18:01

Yeah,

18:06

I suppose you've got you've got in terms of theater of

18:10

the commissioning,

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in your definition

18:16

means in respect of each part of the author's development did get notified under requirement 19. But

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I think this links back into what we've been talking about as to whether or not it's actually a date of decommissioning. So I think it links back to that issue.

18:33

So I just wanted to flag that issue up.

18:41

More than it covers a different point, more the submission of the decommissioning plan and date of decommissioning. So I'm not sure if it's particularly appropriate.

18:54

If we could just move on to the last point. And it's a point that I think I've picked up from Lincolnshire county council in terms of their submissions

19:05

where they've concerned with the definition of relevant planning authority

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and say, yes, there's definitely hold Lincolnshire county council that absolutely right. So we'd essentially just like to be on the list. That applies both to the list of definitions at the outset of the DCA and also to the

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kind of equal definition within the requirements shedule.

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Ami standing on behalf of Applicant and yes, I've considered those submissions and we're happy to incorporate them in the next DCO thank you

19:57

right okay,

20:02

wants to just finally sort of pick up with

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whether or not

20:08

there were matters that should be within the definition section that aren't there. And particularly the design access statement, and whether or not that should be referenced there. And also included in chapter 13. And in one of the

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certified documents, and or why you've chosen not to do that, is there a particular reason?

20:35

Me standing on behalf of the applicant? Yes, sir. We haven't referenced the planning, design and access statement within the draft DCO either within definitions requirements or certified documents, because in our submission, the relevant parameters of the scheme in the design, matters pertaining to access are sufficiently secured by requirement five of shedule to the draft DCO, which relates to detailed design approval, and requirements. Five two requires the detailed design, which is submitted prior to construction of the authorized development to accord with the outline design principles. The outline design principles are defined within Article Two and are a certified document for the purposes of the DCO. The planning design and access statement is more of a case making document and explaining why policies and how and why relevant policies can be such a considered to have been complied with, and then design of the scheme rather than something that would be appropriate to condition the applicant

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in respect of so we don't feel it's necessary.

21:50

Okay, thank you very much for your comments on that.

21:55

Where I move off interpretation and Article Two, does anybody else have any comments that they wish to raise?

22:04

Shall we say Westlands, a district council, just a technical point on the definition of permitted preliminary works, we note that there's no exclusion of some of the relevant regulations. So it's either just confirmation that they aren't excluded, for instance, in relation to display of signs that the TCPA control of advertisement regulations 2007 aren't excluded. Alternatively, they could be expressly included. They need not be expressly included, but confirmation is sufficient in our view.

22:41

Any standing on behalf of the Applicant? I'm sorry, can I ask you to repeat the point? I'm not sure that I understood it correctly. Yes, it's relatively simply that some of the regulations in relation to signage.

22:56

So at permitted preliminary works, there's under g, the display of sign site notices or advertisements that they are still subject to control of the 2007 regulations.

23:11

Me standing on behalf of the applicant. And yes, they're coming out of the authorized development remains subject to other legislative procedures, and to the extent that they haven't been there supplied by the provisions of the order.

23:39

I've got no other hands up. So if we move on to

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Article Three,

23:47

which is the article which is Grant Delta

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development consent.

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Three Two appears to be

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what would be described as novel provision, it's not in an on another development consent order as such. And paragraph two point 1.5 of the E M states. This requires that the numbered works authorized by the order are situated in the areas and within the limits of deviation shown in the works plans. And again, there's similar claims made in Paris.

24:25

Five point 2.75 point nine of the EM.

24:30

I'm not aware of limited deviation shown on the works plans. And so therefore, I'm a little confused by the EM reference.

24:43

If you want to have limits of deviation, they should be shown on the work plan. And you should have a specified article in the DCO. But I'm not sure what that is. It's just understanding what what's there and where the aim is phrased in that way.

25:00

AMI selling on behalf of Applicant MPs are apologies the references to limits of deviation and the explanatory memorandum irata. And we will remove them from the next version, the applicant is not seeking limits of deviation within the powers that are seeking the development consent order. And simply each numbered work will be situated within it numbered work area shown on the works plans.

25:33

Thank you very much.

25:40

In those comments, does anybody have any issues they wish to raise?

25:45

No, I'm not seeing any hand. Okay, so let's move on to

25:50

Article Six, the application and modification of statutory provision to dis application provisions.

25:58

Article Six seeks to dis apply certain statutory provisions

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as a couple of those listed in the

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agenda, these have been reused

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by the EA

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in their relevant reps,

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understand the environment agent to hear, I understand that you'll probably

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respond to those in terms of your responses to the reps. Maybe this is too early for you to confirm your position on these matters. But I just wanted to understand how you're seeking to address them, what progress is being made, and what the likely outcomes or resolutions will be. When you will anticipate getting to that position, given that time passes relatively quickly. And I just want to understand and be satisfied that matters are moving in the right direction.

26:55

Me standing on behalf of the applicant. And yes, I am pleased to confirm that we have and take it on board the comments by the Environment Agency, and that we will be implementing those changes at the next deadline to remove requirement. Sorry, Article Six, one D and six one e of Article Six. And to further clarify the extent of article 618 With regards to flood risk activities, and the precedent has moved on since the DCO was first drafted and submitted along with the application. So mindful of that and the comments made by the Environment Agency, we will update the DCO to address their concerns. Thank

you very much. I'm aware we do have a representative from the EAA. Do you have any comments on this point?

27:44

Harry manga Environment Agency, I don't have anything further to comment that's, that's good to hear about D and E. And yet we're working with the applicant on protecting visions

27:59

and only matters. So yeah. Thank you very much for the confirmation.

28:11

The only other party's wish to release any other matters on this application of statutory powers to meet with me.

28:22

No, I see no other hands are masters.

28:26

Thank you very much.

28:31

slip over many of the articles in terms of that. Other matters but articles 30 and 39, felling or lopping of trees and removal of hedgerows and trees subject to tree preservation orders. That's just sorry, sir. Before we move on, yes, shall we say Westlands District Council, there was a point we have an article seven, which I know isn't in your agenda. Right. It's a relatively brief point. Article Seven seeks to remove statutory nuisance claims brought by local residents, for instance? Yes, there is a slight concern on our part. And I might ask that Mr. Beige just briefly deals with the reasons for that.

29:16

I'll explain on behalf of West Lindsay District Council. Yeah, just a short point really

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clearly, with the benefit of residents in the rooms, that the effects of the

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statute nuisance article would be to remove the mechanism of redress that a local resident may have available to them in the event that an unforeseen impacts upon their,

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you know, maybe forcing to be a nuisance to their day to day lives will be removed for them through this order. Clearly, the the DCO as constructed seeks to mitigate and control the environmental effects as anticipated, as assessed and they're controlled for the DCR

30:00

quirements however, the removal of this mechanism to local people, for the record does remove that ability for them to make such a claim.

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So my question really is just to test the necessity for that, and the likelihood of,

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of that of these situations arising for the residents. So it's on behalf of the local people of Western NZ, it's enabled them to seek redress seek for impacts that we've not yet foreseen. And whether we this article is actually essential

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at this stage.

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Thank you very much. Could I ask the applicant to respond to that?

30:44

Yes, no problem me standing on behalf of the applicant. And yet the rationale for inclusion of Article Seven is to provide defense to proceedings in respect of statutory nuisance insofar as those and that's only specifically in relation to noise. I think it's important to note via the defendant issues that they can use and relate to the construction and maintenance of the authorized development. The purpose of this is to ensure that the undertaker can carry out the work which have been authorized by the DCO in accordance with the requirements and the protections which are included within the dcl, which is in itself a statutory instrument. And as was previously noted, breach of those requirements is a criminal offence, essentially, to ensure there's no

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double and potentially competing avenues for complaints, for example, a note to be made. I think it would be helpful at this stage to note that article seven is a model provision, which has been around since the establishment of the Planning Act 2008. And is an again, I would like to see almost all deals which have been granted under that regime.

31:56

Thank you very much.

32:13

Sorry, if I return to sort of articles 38 and 39, maybe it's just a matter of you providing some signposting and things of that nature that I

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know note,

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el reference a PP 187 which is entitled TPO and hedged removal plan, a low provide an identification of hedgerows TPUs, and TPO woodland orders,

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and the DC us new shedule which actually makes reference to it. Guidance note 15 advises it's good practice to identify protected hedgerows and TPOs deserve to be removed in sheduled, which would allow the question of the removal to be examined in detail.

33:03

Presently, the DCO is drafted as a general provision for general removal, in which case the advice is to include this should be the subject of later consent of a local authority,

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a lack of detailed control through a shedule Is it open and transparent?

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And which hedgerows are to be removed, given the total length of those hedgerows to be removed under TPO? Tree? So it's just that question about the relationship about whether or not there's sufficient detail on the face of things to

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give people an understanding and uncertainty of what's going to happen. Me standing on behalf of the applicant. And yes, I do think in response to this question. I think we could do some more signposting to let people understand how the various documents and requirements set together in relation to advice not 15 advice not 15 gives two options, the first of which is to make specific reference to the hedgerows with an accompanying schedule. The second option is to provide for general power, but that is subject to later confirmation of local planning authority is that second option that we've sought to incorporate in this draft DCO with that approval, and in our submission secured via the submission and approval of the old lamp and the lamp contains various provisions which relate to the faling and locking of trees and hedgerows. For example, paragraph 2.3 point 19 of the oil lamp which I should say Saudi is examination reference number EPP 231 dates that were an impact to hedgerows is anticipated in the vicinity of the grid connection Colorado, where possible these existing hedge is of hedgerow will be coppiced rather than removed to facilitate works and contains various other controls about how hedgerow removals will work. And in addition, they're all also secured

35:00

vegetation removal plan, which is a figure to the environmental statement, and that sets out the extent of the vegetation removal, which will take place within the solar and energy storage Park state. However, we are mindful that, that it's perhaps not entirely clear on the face of the DCO how those all set together, we're also monitoring other DSU applications on the system at the moment, including the Malpass. DCO, where there's been some recent updates to this article to provide some additional clarity and comfort. We will review those and we will make any necessary updates and our submissions at the next deadline.

35:37

If there are updates to the draft DCO, then obviously,

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that can be reflected in the environment in the EM to explain that. Yes, sir. That's correct. I think there are a couple of updates to the explanatory memorandum for next deadline. Yeah. Thanks.

35:57

Kate, thank you very much.

36:00

Does anybody else have any matters that they would restoration articles 38 and 3971, Lincolnshire county council they will will review the next draft DCO and accompanying memorandum. Thank you

36:14

so much at West Lindsay District Council nothing further.

36:18

Not not price sensitive and 1000 acres. We agree the current text is very loose. So we look forward to the next update.

36:35

Okay, thank you very much.

36:51

The

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next one I've got is

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certification of plans and documents required through article 14 and set out in the relevant shedule 13.

37:09

wants to raise with the applicant, whether there were any other documents that considered it would be appropriate to include No, we've already talked about saying that just statements. So I think we can set that to one side. We've already got two that. I wanted to understand your view on a couple of others, which I've highlighted which are the Indicative site layout and the mitigation shedule.

37:36

As to whether or not you felt it might be helpful or appropriate terms of the Indicative site layer I know yes, it's illustrative and indicative, but does it not more sit as a

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as a plan, which sets out the parameters to more of a parameters plan than being titled an indicative layout, because there are a number of the outline design principles which are then

38:10

represented or graphically shown on that plan, which then identifies the parameters and if it were attached to the outline design principles, or as a free standing document would provide more comfort more certainty, if it were identified as a parameters plan, taking out some of the level of detail that were there.

38:41

In you selling on behalf of the applicant, we don't feel it's necessary for the Indicative Saleya plan to be specified as a document in its own right and sheduled 13. The index of settler layup line is an figure accompanying the environmental statement and would be satisfied as part of the environmental statement posts. The CEO Ward nevertheless it is intended to be an indicative site layout and to provide readers with an indication of how the site may look however, it is not intended that the applicant would be bound by the site layout that's provided instead the applicant is bound by the outline design principles which document EPP 007 and are secured by the relevant design requirements that are indicative site layout shows an approximation of what they say it may look like but always constrained by the outline design principles. So it is not the Indicative site layouts that's within the design principles, but the design principles contained the necessary flexibility, for example, precise location of infrastructure, which is needed at this time. So we don't feel it would be appropriate to condition and secure the Indicative site layout.

39:58

But in terms of the outline

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design principles, you make reference to certain aspects which are set out within the Indicative layout. So there's a cross reference to the heritage areas, for instance.

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Anything. And

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there are certain aspects of it, which may not actually be detailed design layout, but which are broader

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parameters, where you're saying that these are areas where you won't have

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arrays, where you've got the heritage areas where you've got the

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certain environmental constraints.

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You've also got areas, offsets, from the woodland areas and things of that nature, where you're saying it's a dimension in the design principle. But if you've got a plan or document, which then identifies that, then that almost set it as a parameter. And it's as much to sort of say,

41:12

it's almost a document between two documents where you've got a set of design principles, which are there, but then that's shown on a plan, which then provides it as a parameters plan. And which takes out some of those areas and represents them on a plan so that people are more aware of what it is rather than just simply

41:34

we're saying for the protection of the woodland areas, a dimension of x meters. But yeah, on your

41:44

indicative plan, Sean an area, but that's not necessarily represented within the outline design principles. It's just a straight dimension, and it may be more representative of may, it may provide more information for people.

42:01

Any selling on behalf of the applicant?

42:04

Point is understood, sir. And I think it would require an update of outline design principles to refer to a plan which is more suitably secured than indicative Set Layout and I think vindictive Saleya plan has its uses. I don't think it's this one. But we will take that away and refer to a more appropriate plan whether that's appended to the ailing design principles or otherwise, that would be very helpful. Thank you.

42:32

In terms of something like the mitigation shedule, do you think that should be a document which should be a certified document

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in your standing on behalf of the applicant and no

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mitigation shedule is essentially an easy reference list of the various mitigations which are secured, it also contains on their final column

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reference to the relevant security mechanism. So there's nothing sort of new and the mitigation schedule which would require to be secured.

43:15

Okay, thank you very much.

43:21

Doesn't the other party have any issues that they would wish to raise in terms of any of the certification or plans and documents? So Stephanie Hall, Lincolnshire County Council, a very minor point, which could very equally be raised in the requirements section, but relates to biodiversity net gain and requirement eight and it's a sort of documents on the documents point.

43:41

That requirement eight, for example, refers to compliance with an ecological management landscape, an ecological management plan. That itself refers to the biodiversity net gain assessment, which is app 230. But it's but that biodiversity net gain assessment is where you sort of find all the good stuff about biodiversity net gain. So really, it should be that document that should be expressly referred to and approved, rather than reliance on the ecological landscape, an ecological management plan, which all that does is really say, Oh, we've done this other report about biodiversity net gain. So it's a similar point to the point that arose in relation to the commissioning in a way that if there's a reliance on a kind of framework document, and that document itself is the approved document, but really, all of the work is being done by sub documents. So when we had the discussion before the break about decommissioning and waste and travel plans being required, expressly within the DCO, the applicants response was, oh, well, they're covered in the framework plan, and that's true.

44:53

But they ended up being a sort of a sort of lesser importance and what if actually, all the work is being done by those lower tier

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Do documents, we think there's an argument for bringing for elevating them and naming them expressly within the order itself. And that applies particularly to biodiversity net gain, because the percentages that are promised are located in that assessment and not within the document. This is in fact being secured.

45:23

Like to respond to that, please? Yes, Amy stern on behalf of Africa. And I think I'd have to respectfully disagree with metal in relation to the need to reference the biodiversity net gain report. That outline landscaping ecological management plan contains a clear commitment from the Applicant to deliver biodiversity net gain, an earthen percentage set out in the environment act 2021. It also contains the commitments to the land by the applicant to actually carry out the landscape and ecological mitigation works. What the biodiversity net gain report does, is plug in the various works, which the applicant is committing to via that all them into the metric, and sort of represents the outputs of that metric, rather than actually committing them to do any of the work. So we think those are more appropriately captured by reference to the Olymp. But we will consider if there's any further clarity that we can provide them the point on the plans beneath plans is not set and will seek to work with the council to resolve any concerns they have.

46:26

Thank you.

46:32

Checking virtually whether anybody's got any thing to add on that point? Nope. Okay. So in that case, my final point on the articles in the DCO is in relation to crime rates.

46:48

And this is as much to do with just understanding what the position is the application includes land

46:56

in the Crown land plan, which identifies the riverbed of the river Trent, Crown land draft issue includes article 49, to make provision for Crown land being affected. And I just wanted to get a bit of an update on where you've got to with the Crime Commissioners and reaching any agreement and the likelihood of having this agreement or consent in place, by the close of the examination.

47:21

Yes, so me standing for the applicant, I can confirm that we are engaged with solicitors for the chronicity, pursuant to obtaining consent to section one D five, and undertaking has been given. And we're now negotiating in the form of consent. And I'm confident that that will be provided during the course of the examination. I'm hopeful, given the limited interactions with current interest that that could be early and examination. And that's certainly our intention and what we're working towards.

47:48

It's good to hear that it's progressing. So thank you very much.

47:55

Anybody have any issues on Crown land that they wish to raise?

48:01

Nope. Thank you very much.

48:05

That's been very helpful. Thank you very much. I will now move on to the sheduled in the draft about consent order. Again, I've selected only a couple that I wish to focus on today, during the course of the examination through the consoles, layers, written representations, further hearings, there will be further opportunities to revise and consider other matters. If they're not touched on today. So don't take this as a. That's all there will be. There will also be questions in my first set of written questions. And if

48:37

through developing evidence that comes to me, other questions arise there is the potential of meteorites raise further written questions.

48:45

So with that said, let's let's move on to

48:50

both to shedule to the requirements.

48:59

Again, I will caveat today's discussion by commenting that there will also be matters raised in my first written questions in relation to the requirements. And today is focused attention on those matters, which would be helpful to hear about orally.

49:15

As a very brief introduction to this, again, because I just asked the applicant to run through the requirements, giving a brief overview of the purpose and coverage of those requirements.

49:28

Any standing on behalf of the Applicant? Yes, I think it's worth circling back to my first comment which I made, which is that for development, consent is sought by the DSU is subject to the controls which are contained there then that includes sheduled to the requirements so the powers are granted in the upfront part of the order. And those are then constrained by the requirements and other schedules, including, for example, the protective provisions. The purpose of the requirements may be more familiar to others in the room. I can do planning

50:00

decisions. They require this admission of documents often in line with framework or outline documents which are submitted with the application. And it's subject to examination. And those have to be submitted and approved at relevant, pertinent points in time. So for example, prior to construction prior to operational prior to decommissioning the essentially secure that the mitigations that the application is or the applicants are is offering and respect of the application are sufficiently secured. I'm not sure if it's your intention. So would you like me to run through every requirement and summarize those? Or was that a sufficient sort of introduction to the purpose of the requirements? No, I think that's probably sufficient. I've got a couple of requirements that I want to go through with you, which I will pick up on I'll give

50:53

participants the opportunity to raise any other requirements that they wish to. So

50:58

we'll deal with it that way.

51:01

So in terms of sheduled two, the first requirement I wish to discuss was requirements six in relation to the battery safety management plan,

51:12

or battery safety manager management, and which requires the submission and approval of a battery safety management plan substantially in accordance with the outlined battery safety management plan.

51:27

Firstly, I just wanted to understand why you're seeking to require the LPA to consult on the details submitted prior to approval, rather than have that duty imposed on the undertaker prior to submitting the document now obviously has consequences for the period of time for the LPA to determine it. And it also shifts the onus for the duty to the LPA rather than ensuring the undertaker has undertaken its due diligence and got to sign off from the appropriate parties before submitting.

52:11

Sorry, there's a bit of an issue with the the photo feed there but we seem to be back online.

52:18

It seems that that's a general theme through a number of conditions, that you've not necessarily explain the reasoning behind in the explanatory memorandum, you just say I think you note that it's not something that's or something that's not necessarily in accordance with the model provisions. But that's simply as far as you go without going into sort of detailed explanation about that. And so can we can we deal with?

52:48

Of course, me standing on behalf of the applicant?

52:51

Yes, I mean, the approach that we've taken in the drafting rooms requirements is standard, specifically requirement, they actually sent a battery safety management, for example, matters.

53:04

Word for word, as far as I can see here, the requirement and the Bonfield solar Fantasio, which was granted last week, it is commonplace for requirements to require the planning authority to approve various documents and consultation with named specified bodies. And of course, in practice, it is, would be sensible for the applicant to do so in advance of submitting that document. So that they are not simply rejected.

53:35

I'm not aware of any specific concerns of the planning authorities in relation to the drafting of these provisions. We feel they're sufficient unprecedented.

53:53

I just pick up this one in particular and whether or not you think the

54:01

identified party should be a party who has a greater degree of control and just consultation. And I think in Crow, which is where you may well have taken something from the purpose of CRO in identifying further consultation was should there be any changes from the outline Battery Management Plan, and they were identifying the purpose and the reasoning within that

54:32

rather than just a consultation. So

54:37

I'm just wondering whether or not in terms of this that some of those parties

54:45

should be given a greater degree of

54:50

control whether or not they should be given approval

54:54

for some of these matters, rather than just the LPA

54:59

you

55:00

Are you standing on behalf of the applicant? In our submission? No. So they shouldn't I mean, they've named parties are, of course also provided with an opportunity during examination to participate in the examination of including outline battery safety management plan, approval of requirements and conditions is family within the statutory remit of the local planning authorities and not within the remit of the other named consultees. In fact, you may note that in their representation, the health and safety executive is actually asked to be removed as a continuity from this requirement. And so I suspect wouldn't welcome having a greater approval function. When I wasn't particularly talking about all of them, it was more whether or not those specific ones within that might be interested in that. I looked at the Health and Safety Executive, their actual formal function is more in relation to hazardous substances in terms of the planning process, and they don't necessarily have a function here. So it may not necessarily be relevant for them. But

56:05

notice our NRT mission. No, we don't feel they should be appraisal, artists. Thanks.

56:19

There's definitely hold Lincolnshire county council. So we think we should be the approving authority.

56:25

We have consulted with a relevant Fire Rescue Service. And so you'll note from paragraph 14.4 of our local impact report when you get into a tenant environment that they have told us that they want to continue to input into management plans that sit underneath. But as far as we're aware, I mean, what what we have recorded as their consultation response to us would be inconsistent with them being an approval body. They want to have input, they want to be consulted, but they haven't expressed any desire to want to discharge the requirements. Whereas we think we are very well placed to do that, given our connections with the with the fire brigade.

57:14

Vitiate, West Lindsey District Council. So there are a number of themes and issues we run throughout the schedule two requirements that we have concerns about. The first, although we're coming onto schedule 16, in due course, is that the schedule 16 time requirement is as it currently is drafted six weeks, otherwise, there's deemed approval. Now in light of that, and considering requirements six, for instance, as it's currently drafted, the onus is on us as the relevant determining authorities, you consult with a number of bodies, which we have no control, which means that if for example HSC take a while to respond, then that may take us past that six week

57:57

to termination period. So it might be better. The either the undertaker is required to consult with those bodies, or alternatively, that they are listed as separate bodies which must approve

58:14

it, even if the determination period was extended beyond the six weeks is currently drafted, there's still the concern that this is beyond our control. Because we can't require HSC, for instance, to get back to us within a certain amount of time. But that's our concern with how it's currently drafted. And the other point which relates to requirements six, but also a number of other requirements is that some are missing retention and or implementation clauses.

58:41

Requirements six does have an implementation clause, it may be that sufficient to also incorporate retention. But we think it would be more precise and clear if a retention clause was also added.

59:07

So as I say, we've we've got a number of requirements to go through. But there is that relationship with

59:16

sheduled 16, which I think was something that I was going to go on to as well,

59:22

which relates to how you the discharge of the requirements are dealt with. So the two, the two do sort of sit together.

59:32

Can we just pick up that issue then, at this point, before I go on to the other ones, and just the generality of that whole discharge process? And it may be that Lincolnshire, wants to come back and

59:45

say that you've got a hand? I didn't know whether before you wanted to move on. You wanted to?

59:50

Yes, I think that's this is all part of that whole discussion. But thank you for joining me out to my attention. It's all part of that whole discussion. So

1:00:00

Well, let's deal with this procedure for the discharge of conditions as part of this. And the broader be as no no comeback to other hand and other parties.

1:00:12

Would you like to respond to that broader issue

1:00:17

is doing on behalf of the applicant

1:00:21

is our submission that the approach that we've taken and the requirements and then schedule 16 is well presented and has been accepted on a number of DCs today is sufficiently clear, that is the responsibility lies with the local planning authority to discharge and the named console teaser are clearly indicated in respect of every requirement.

1:00:43

It is necessary, of course, that the development can proceed is a nationally significant infrastructure project. And that that can do so within

1:00:54

a reasonable timeframes, which was the purpose and the intent of shedule 16. I think I mentioned at the start of it this evening, we are monitoring updates which are being made and other solid GCOS in the area, including the malar pass,

1:01:09

sent over some updates that we made to the shedule, which we are considering for the next deadline that includes the time limit, within which there will be a dim discharge. So there may be as a further updates to that the next deadline, which I'm sure with Lindsay District Council and links can to cancel would want to consider at that time.

1:01:28

Nevertheless, we think it is an appropriate balance between ensuring there are sufficient controls on development and ensuring that it is not caught up in a reasonable length of time to discharge the

number of requirements that are subject to and we think that deemed approval mechanism, which SSA does well precedented is necessary and it's proportionate.

1:01:53

In dealing with the direct point that the council raises with regard to the fact that they've got no control over a response.

1:02:03

The requirement requires consultation with and your requirements shedule identifies a process within that. But if they don't get a response within that time, then

1:02:17

they're left in a situation where how do they deal with the discharge

1:02:24

process other than going out of time because they don't have that and then you get content by virtue of that

1:02:31

time limit. Any turning on behalf of the applicant?

1:02:36

Yes, it would be for the local planning authority to decide whether to approve and discharge their condition. An alternative would be perhaps to include a time limit for the consults to respond and require them to do so within a certain time limit.

1:02:56

come to you in a second.

1:03:00

Sir, Lindsay District Council. So there's there's a few points to deal with. I mean, the first is probably the deme discharge point, which is that we don't agree that deemed discharge should apply to all of the requirements. I'm aware of precedents where that applies, I'm aware of precedents where there's no deemed discharge. And I'm aware of precedents where as deemed discharged in relation to some specific requirements, but not all of them. In this instance, we suggest that deemed discharge shouldn't apply to all of the requirements. And most notably, because some of those requirements are particularly

1:03:34

significant requirements that require a lot of information.

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And that are very important.

1:03:43

And so also in context, the relevant time in any event that shouldn't be deemed discharge in relation to the relevant time. In this instance, we have a termination period under schedule 16 Sick weeks, notably, that's shorter than even longfield, which is 10 weeks. But again, that doesn't reflect the fact that the different requirements would require either different consultations

1:04:10

and or different amount of assessments.

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And for instance, requirements three

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which deals with approved details, and then the amendments to them is really

1:04:28

subject to general EIA development timescales, which is normally 16 weeks and that is what we will be seeking for the determination period.

1:04:41

That should also be read in context of the fact that this is a

1:04:46

project which has to be read in line with other projects, there will be cumulative impacts to consider.

1:04:53

There will also be other applications discharge applications being made by those projects, and there's no indicator

1:05:00

So as to when that would be. So it might be that we have numerous discharged applications from other projects, or indeed numerous discharge applications from this project.

1:05:11

Because there was nothing to do to stop the applicant putting numerous discharge applications in at the same time.

1:05:19

So as as it currently stands, we would

1:05:23

seek an amendment that is 16 weeks for determination period and no deemed consent in relation to all of those requirements, whether or not we could reach a view as to whether some of those requirements might be suitable for or deemed approval. That's something we need to consider in due course.

1:05:44

Thank you very much,

1:05:47

Lincolnshire, and then I shall come to

1:05:51

believe that probably the Environment Agency, so I'll come to you after Lincolnshire.

1:05:57

Apologies for holding you so long.

1:06:00

Thank you for Stephanie Hall, Lincolnshire county council. So thank you in relation to schedule 16. We've got a couple of points. So essentially, the baseline for this section should be in our view, appendix one of advice, note 15. And departures should be justified. So understand where the six weeks has come from, because it replicates the 42 days and appendix one, however, appendix one does not have a Diem discharge clause. So if you're going to have both six weeks and a deemed discharge clause, so first, we say well, the Deem discharge goals should be robustly justified, we didn't have a particular problem with with the principle of it, we do have a problem with it in conjunction with a 42 day slash six week period. And that is both a tight tight turnaround, and a deemed discharge and one of those has to give way. So if you are minded to adjust the or seek the applicant to adjust the period, we say it should definitely be longer than six weeks, and we'd be lucky to have more in that eight to 10 range. But so we we don't necessarily have a problem with the principle of DiEM discharge. But we say that we are probably in a lucky position than the district councils because we feel more able to kind of require responses from consultees within a tighter turnaround and perhaps District Council's being able to do so a kind of coupling of us being more responsible for the discharge for more requirements would allow a faster turnaround, we think

1:07:37

it just in relation to the drafting of part two of schedule 16. Another kind of

1:07:44

feature of appendix one from advice. Net 15, which is not present in this drafting is, sir matter you picked up on earlier about requirements, resting with the applicant to notify the console T's, which could shorten the time period required, if one is waiting for the discharging authority to First Alert any consultees to the need for a response, then some time is lost there that could be gained back by asking the applicant expressly to notify.

1:08:18

And that's in the standard drafting. And it's not here. And I don't know why.

1:08:22

Just while we're still on schedule 16. Another point on the standard drafting, which isn't in sheduled 16 is fees.

1:08:31

It is in appendix one to advice net 15, but isn't here. And we would very much like it back please. Just to help with planning authority fees for dealing with these applications. So don't see any reason why it shouldn't be here. It's in the standard, standard drafting.

1:08:47

So I think that's all we've got on this schedule. Thank you very much. Thank you very much.

1:08:55

I think before I ask you to respond out I'll see if Environment Agency want to make any contribution whether or not it was a business or a previous matter. So apologies for holding you and you having your hand raised so long. But maybe you'd like to speak to us. No.

1:09:14

Thank you, sir. My point was just going to be regarding schedule two, requirements six. So I just wanted to clarify that the Environment Agency don't need to be named within within that requirements on the battery safety management. And that was all I had to say. Well, I'll follow up with our written after following this. Okay, thank you very much and sorry for holding you so long but thank you for your contribution.

1:09:48

Okay, given that we've heard those comments, I did

1:09:51

something. So sorry, sir. So Michelle Westland Wednesday, Lindsay District Council, I wonder if I can briefly just reply or add to other points.

1:10:00

On in light of Lincolnshire County Council's points, yes. And then the applicant director replied Madol. Up? Yes, I'm grateful. The first just relates to fees. We also echo and support the point that fees ought to be in schedule 16. And when we don't understand and not clear to us why they aren't. And the second point is we welcome

1:10:22

indeed caveated by what I've already said about the consultations and the requirement as to who consults other bodies. And if it is supposed to be asked, then we'd welcome requirement that the applicant notify those console T's in advance of the discharge application they made. However, the same point I think, is repeated that as the applicant suggested we can put a time limit and only consultation response, it is still out of our control, we can put a time limit on but whether or not those console T's respond within that time limit is not a matter that we can require them to comply with. So

our concern about lack of control and therefore lack of being able to meet the termination periods in relation to requirements six other requirements which have external other console T's remains.

1:11:35

Me standing on behalf of the applicant, I think I spent the point need the points made that concerns me they're understood we'll take it away we'll consider whether there are any

1:11:45

and which updates that we can make in relation to schedule 16. I would ask if in this arrays of hearings, if Mr. Shaikh could make clear which specific requirements he doesn't think for example that didn't consent mechanisms should apply to I think in several times you've said that you shouldn't apply to all of them if he could be

1:12:11

parties as to which.

1:12:29

Okay, thank you very much

1:12:49

I'm at nine

1:12:52

but a narrow point really.

1:12:59

Can you explain how nine three wood and this goes back to I think what we were talking about in the articles would become effective and ensure commence included permitted preliminary works when these are excluded from the commencement of development and therefore any such works would not have commenced such a development and the DCO nor any articles within it would not be operational. So it was back to that point that we discussed previously.

1:13:33

Me standing on behalf of the applicant. Yes, exactly. As you described, generally the definition of commence excludes permitted preliminary works. However, in respect of requirement nine of part two requirement line three says the specific circumstances of this requirement, the definition of commands includes permitted preliminary works to ensure that for example, appropriate means of fencing etc. are all agreed before the permitted preliminary works such as a removal plant and machinery etc. are all agreed and that there any required fencing is in place before those rocks under are undertaken.

1:14:11

Yeah, but the requirements wouldn't actually be effective because the DCO wouldn't have been commenced

1:14:18

anything on behalf of the applicant. So requirement name one says no part of the authorized make may commence until written details of all proposed temporary fences etc. are submitted to an approved and require name three says for the purposes of subparagraph one commands includes any permitted preliminary works

1:14:37

so that the authorized development would commence by the carrying of the Peretti plenary works due to the operation of Article Nine three requirement nine three

1:15:25

Okay,

1:15:27

particular lesson.

1:15:30

Very short article, your site development must be implemented according to the archaeological mitigation strategy.

1:15:39

Wanted to confirm with the council's

1:15:45

see, we don't have he here today, but

1:15:49

whether the council's felt that that sufficiently covered there are illogical interests.

1:15:57

Fair. Thank you. Stephanie Hall, Lincolnshire county council a short answer. Yes.

1:16:03

Long answer, we have specifically gone back to our archaeologists about this. Because it's obviously a very short requirement. It's quite striking in its brevity.

1:16:15

Nevertheless, accurate county archaeology, more than happy, very happy with what they've seen so far in terms of the mitigation strategy, and good working relationship with the applicant, no reason to suggest that we need anything further from them at that point at this point.

1:16:33

Let me check Westland District Council for the same reasons. So we have no concern that this good, excellent. My only small point on this is

1:16:45

the Mytek archaeological mitigation strategy that's provided is provided as part A and then Part B is an appendix to part A, as such, is it sufficient to simply say there are ecological mitigation strategy? Or do we need to make a degree of clarity around what we mean by

1:17:06

Part A and Part B or something of that nature? Just a recognition of the fact that there's two parts and one's an appendix to another, me selling to have the Applicant year we'll take that away. So and see if there's any further clarity that we can add, actually, in relation to the list of documents to be satisfied.

1:17:26

Thank you.

1:17:42

My final one that I was going to raise was the decommissioning and restoration.

1:17:51

Requirement 19.

1:17:54

But I think we've rehearsed much of that argument earlier, because it's more about should there be should that

1:18:03

requirement actually require a 60 year time limit? And whether or not that's the appropriate location for it. So it's sort of reflect much of the discussion that we had earlier. So I don't think we need to rehearse that again. But does anybody have any comments on that particular requirement?

1:18:23

Okay.

1:18:25

Thank you very much.

1:18:32

If we move on to the agenda in the agenda, we had the next item was sheduled 16. But I think we've covered those matters and sheduled 16. In that overall discussion, unless anybody has any other points that they want to raise with me on sheduled 16?

1:18:51

No, I'm seeing no hands up and no parties here. Right. Excellent. Thank you very much.

1:18:58

That clears cannot pick up shedule nine.

1:19:04

Or this is covered by article 44. deals with the deemed marine license,

1:19:12

which is included within that article. This is more just to update and clarification for my purposes.

1:19:19

The MMO have recently contacted me, in effect requesting that they are registered and party

1:19:29

as the DCO includes a draft marine license.

1:19:33

I told them the deadline one provides an opportunity for statute parties to notify me if they wish to be an interested party. And if that would be the appropriate way forward for them to do that.

1:19:45

I did also extend an invitation to them to attend this hearing.

1:19:50

Fortunately, I haven't taken that up, but can you just update me on the progress towards obtaining confirmation from the MMO that they're happy with the provision

1:20:00

To have the draft marine license can be a bit of background and what sort of consultation is being undertaken and what your expectations are for resolution of any outstanding matters and in particular whether those will be resolved within the timeframe of the examination.

1:20:18

Mr. Sterling on behalf of the Applicant mes as you notes are article 44 Androgel nine,

1:20:25

constitute deemed concern for the purposes of the Marine Coastal Access Act in relation to the crossing of the river Trent. The restructured the license that has been included reflect that within the meat DCO fig leaf householder protocol, which also included a degree in license, we have been engaged with the MMO. In relation to this. Most recently, we discussed the principle of the approach of including the deemed marine license with the MMO on a call between the applicant and myself and the MMO on Monday, 19th of June, I understand the principle of including the deemed marine licenses acceptable to the MMO. However, they haven't yet provided us with detailed comments on the drafting. However, given it is very similar to that, and I've recently made dcl, we're hopeful that it can be agreed in short order.

1:21:25

Do you think it would be helpful or appropriate to deal with that, as well, understatement of common ground between you and they to sort of keep me informed or how you could keep me updated in these matters might just be that it's part of the briefing document anyway, but

1:21:44

me standing on the behalf of the Applicant, I'm hopeful we can make progress even quicker than requires the statement of common ground. So I am perhaps suggest that by deadline two, which is I think, in the eighth of August, if we haven't made sort of sufficient progress by then we perhaps revisit the requirement for a statement of common ground. And but I'm hopeful won't name Him or do have the opportunity to review what we've proposed that there's no need for one, and we can just simply confirm that they're happy with drafting. Excellent, thank you.

1:22:22

Right, the

1:22:25

conscious of the time is one o'clock, but I'm also conscious of the fact that we're actually fairly close to the end of the agenda. So rather than breaking for lunch, and then pulling us all back for a short period of time, if everybody's reasonably happy. I'll just press on for that.

1:22:43

So sheduled 13 documents and plans to be certified. I think we've already covered that, in any case in earlier aspects. So I don't think we need to go any further.

1:22:56

Central protected provisions, certainly agenda again, primarily just to get an early update on how things are progressing with various parties for which the protective provisions have been suggested.

1:23:08

And surely here for me to get

1:23:12

an identification of whether there are any issues arising from parties, which they have protective provisions for and indicate how they're dealing with those.

1:23:27

So I suspect, it's usually a sort of where are we at with the protective provisions? Are there anything that I need to be aware of

1:23:39

and get identified the canal and river trust somebody that you should be looking at some protective provisions about understatement of common ground. And secondly,

1:23:53

I've sort of flagged up the facilities protective provisions for West classroom and for West Burton and Cottam. But there's no reference to celebrate. And I just wondered why that was the case and whether or not there actually needed to be something for Delbridge included within that.

1:24:14

Me standing on behalf of the applicant, yes, just in relation to the protection provisions. Generally, I do have a table trial tracker here. But as we're submitting it at the next deadline, as requested, I don't propose to run through each individually. Other didn't say I'm pleased to report there's been really good progress across the board since when we submitted the application. And hopefully you'll see that and the table that we've provided and also the updates to the DCO which will be made which will include and protect provisions which are being negotiated, most of which I think it's fair to say are well progressed and with few points remaining between the parties. So that we'll be with you and you'll be further appraised at the next deadline in relation to the to your specifically mentioned Yes, we

1:25:00

The the protective provisions from the canal and river trust and as part of the relevant representation, and we have agreed to provide those protected provisions, but with some proposed amendments, those amendments and given the interfaces with the developers of West Branch and cotton until bridge have been proposed by all four parties to the canal and river trust, so that there's consistency in approach, which is also something we understand they've requested. There's an all parties meeting on the 14th of July to discuss our proposed amendments to their protective provisions. And those proposed set of protection provisions will also be in the next draft Ethio. So very good progress has been made since the Reverend representation has has been submitted for the canal river trust. Excellent. In relation to tilbage solar.

1:25:48

We are expecting to include protective provisions for the benefit of solar and we're also expecting reciprocal protective provisions and the tilbage, Silla DCO for the benefit of Cape Breton. And the reason they aren't included for now is because the interfaces aren't clear the application for Toby Shula hasn't actually been submitted yet. So we need to review the Red Lion boundary and see if and how the red line boundary will overlap with errors before we commit to including those within the DCO. I mentioned yesterday that the app, the applicant has been progressing with a cooperation agreement with West Bratton Cottam until bridge, that cooperation agreement has been signed. So again, there's a good working relationship between all the parties and are competent at this isn't isn't an issue or concern.

1:26:44

Okay, thank you very much.

1:26:47

Does anybody have any issues they want to raise on protected provisions? All right.

1:26:53

Nope.

1:26:55

Okay, thank you.

1:27:00

brings me to a conclusion on Item five.

1:27:09

Terms of item six, which is review of issues and actions, I've got no issues and actions that directly arise, it will be through updates to the various deadlines, which you've made reference to, but I've got no specific action issues or actions arising out of that.

1:27:30

And then that takes us to any other business.

1:27:35

Opportunity to mop up any outstanding matters that need to be covered today. Pick up any other items that I've had on relevant points as we move through the agenda. So before I move to close the hearing, I'll just run around the parties and see if there's any matters that they wish to raise with me.

1:27:52

Me standing from the applicant and nothing from Mr.

1:28:00

Stephanie Hall, ligature county council. So we've got a list of requirements that we think we should be the discharging authority for it wasn't just the one in relation to the fire risk. That's something we've discussed with West Lindsey, and we'll present that list to the applicant. But it's probably something although raising it now it's probably a matter of something we'll take offline. And then if there's a matter of dispute that we need to bring to you on a future drafting issue, specific hearing, we'll do that. But we hope that we can reach agreement on that, but just to so wave the flag that, that that's something we'll we'll be taking up if it's matters of specifics of that nature and things of the actual particular drafting that can only be covered. And I assume your leaders are really set set and in place, haven't you haven't taken it to committee, but yes, your written representations are something exactly. So yes. Just Just to let you know that that young people, but said, so that's all Thank you very much. Thank you.

1:28:57

Sherman, Westland District Council, nothing further from us. That's very good. Thank you.

1:29:03

Thank you very much.

1:29:05

That's everybody in the room. I don't appear to have anything further in the room in terms of the virtual participants, do I have any other matters or any other business that they would wish to raise with me before I close the hearing?

1:29:22

Mr. Belton,

1:29:24

no further things from us. Thank you very much. Thank you very much for your contribution.

1:29:32

I think that seems to be everybody. So as I've said earlier, the my first set of written questions will include some questions on the provisions of the draft development consent order, that have not been covered here today. If there is a bit of overlap in that and I haven't had a chance to sort of adjust that before it gets released next week, then apologies for that. But if there is then just simply use signposting and say you know, as covered in your

1:30:00

submission to your written submissions for these these matters. So don't feel that you need to respond to that. But there may also be some advantage in having some of those questions for other parties as well, to enable them to respond to those.

1:30:15

As I've mentioned in a couple of occasions, it's also likely that I will hold further I sh,

1:30:22

issue specific hearings to include consideration of the draft development consent order as we move through to ensure that it's making good progress

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at a later stage of the examination,

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but for now, then, thank you, everybody who's joined us in the room today and virtually and thank you all for your contributions. It's been very helpful and I'm grateful for your your involvement.

1:30:45

Time is no 1306 And is it one is now closed. Thank you very much.