

TRANSCRIPT_GATEBURTON_CAH1_SESSION1_22082023

00:08

I'd like to welcome you all to this compulsory acquisition hearing in relation to the application made by get Burton energy Park limited for an order to grant development consent for the good Burton energy Park project. My name is Kenneth stone. I'm a chartered con planner, I've been appointed by the Secretary of State as a single examining inspector to examine this application. You'll also hear to me refer to as the as the examining authority. My role is to examine the application and to report to the Secretary of State for energy security and net zero with a recommendation as to whether or not the development consent order should be made. Application seeks consent to construct, operate, maintain and Decommission ground mounted solar photovoltaic panel arrays and onsite battery storage and associated infrastructure. The associated infrastructure includes, but it's not limited to access provision and underground 400 kilovolt electrical connection of approximately 7.5 kilometers to the kottam National Grid substation. The planning Inspectorate case manager for this application is Robert Cook. He is supported by Case Officer Spencer BARROWMAN, they're both at the back of the room there. Please do not hesitate to talk to a member of the case team should you need any help at today's event. some housekeeping matters before I go any further. And you will make sure that your mobile phones are turned off or turned to silent. toilets and other essentials you may have seen those on the way in there on the left. As you go out the double doors aren't enough foyer area. There's also another set downstairs just as you'd come in at reception. We're not expecting any fire alarms or tests today. If one does go off, that's an actual fire alarm. fire doors are out here through this door down the stairs. And that leads right into the car park in the assembly pointed out in the carpark. I deal with a few preliminary matters before we move into today's agenda. Today's hearing is being undertaken in a hybrid way, meaning some of you are present with us here at the venue. And some of you are joining us virtually using Microsoft Teams. I will make sure that however you've decided to attend today you will be given a fair opportunity to participate participate. If you are participating virtually and you wish to speak at any point in the proceedings, please use the raised hand function and I will invite you to speak at the appropriate time. Alternatively, turn your camera on so that I can see that you wish to speak. The hearing is being both live streamed and recorded and the recording will be available on the gate Burton energy Park page on the national infrastructure website. Shortly after this hearing concludes for the benefit of the recording please can do is present ensure that you speak clearly into a microphone, getting your name and who you're representing every time you speak. If you're not at a table, there will be a roving microphone. So please wait for one of these to be brought to you before you speak. For those observing or participating remotely, in order to minimize background noise, can you please make sure that you stay muted unless you're speaking

04:00

link to the planning Inspectorate privacy notice was provided in the notification for this hearing. And I'm assuming that everybody here today has familiarized themselves with this document, which establishes how the personal data of our customers is handled in accordance with the principles set out in data

protection laws. Please speak to the kiss team. If you have any questions about this. It's very unlikely that I will ask you to put any sensitive personal information into the public demand and I would encourage you not to do that. However, if you feel it is necessary to refer to information that you would otherwise wish to be kept private and confidential. It should be in a written form, which can then be redacted before being published. Please talk to the case team about this. In this field, I would mention that if you want to tell me something about where you live today because it is relevant to what you have to say. Please just give me a general location Without mentioning a specific address

05:09

the hearing will follow the agenda published on the national infrastructure website and the 15th of August. Examination library references e v. 005. Be helpful if the applicant could display that on the screen. Pinch to the first period because that covers the first couple of items that we're doing. In terms of system substantive matters. The agenda is split into two sessions session one will deal with the applicants general case in relation to compulsory acquisition and temporary possession and then session to move to focus on the individual cases of specific affected parties. The agenda is for guidance only. And they may or may add other considerations or issues as we progress if they arise. I will conclude the hearing as soon as all relevant contributions have been made, and all questions asked and responded to. If the discussion cannot be concluded, today, then it may be necessary for me to prioritize matters and defer other matters to written questions. Likewise, if you cannot answer the question being asked or require time to get the information requested, then can you please indicate that you need to respond in writing.

06:33

I plan to have a mid morning break at some stage and hope to conclude the hearing by early afternoon. That's also because we have an open floor hearing this evening. So to give a reasonable break between the conclusion of this hearing and the this evening session. When we do break, those of you who are participating virtually will need to ensure that your cameras and microphones are turned off. You don't need to exit the the system but just turn your cameras and microphones off please. introductions, I'm going to ask those of you who are participating in today's hearing to introduce yourselves. Could you introduce yourself stating your name and who you represent? And let me know in which of the agenda items that you propose to speak. If you're not representing an organization, please confirm your name. Summarize your interest in the land which would be affected by the proposed development and confirm the agenda item on what you wish to speak. I'll start with the applicant and its advisors that could hear from them who will and who will be your lead submission. Thank you.

07:50

Thank you, sir. Good morning. My name is Amy Sterling. I'm a Senior Associate Solicitor at Pinsent Masons. And I'll be the lead advocate for the applicant. today. I'm joined on my right by Mr. Gareth Phillips, who is a partner at Pinsent Masons. And then to Mr. Phillips rate is Mr. James Julie, who is the Director and Head of compulsory purchase at Gately Hema, who has a land agents for the applicant and was not expecting to speak today. I'm also joined to my left by Mr. James Hadley bond, who's the project development director at low carbon and to Mr. Hadley borns left is Miss Ellie Lido who's the DCO from planning lead at ATAP. Thank you.

08:33

Thank you very much.

08:40

going to move on to organizations and individuals who have expressed a wish to attend. And again, please could you introduce yourselves and anybody else? I have had a message from West Lindy District Council to say that they are not going to attend today, but they're going to be observing. But they're not attending. So they're not here. Do we have any of the county counters or any host authorities don't have any in the room and don't appear to have any coming up with the captions? Thank you very much. Again, any statutory parties don't appear to have any in the room.

09:25

Don't appear to have any coming up.

09:29

Virtually, to Okay. parish councils. We've got some later on, but don't believe that we've got any today with us. Thank you very much that case can I move to affected parties who have objected to the compulsory acquisition or can possession of their land or interests. There are four specific individuals who are there, Mr. Ashe. I believe that you're here. You want to just step forward and press one of the buttons and introduce yourselves to us. Thank you very much.

10:08

Hi there. My name is Christopher ash, I'm a landowner borders the northwest of sight, residential property, subject to potential compulsory acquisition.

10:25

Are you aware of the reference numbers of the land? From the book of reference?

10:30

Or no or not? No, I've received a CPA notification around two years ago and haven't received any further communication sent.

10:41

Okay, we'll come to that.

10:43

I can give you the title number of the property if you require it.

10:46

That's okay. At the minute we can come back to that matter. Okay, thank you. You may as well just stay there and then the resident block the seats and bring your stuff forward if you'd like. I have Emma Helen Nicholas held but again, I've had a communication to say that they would be unavailable to

attend and less guy but would be speaking on their behalf. Do you want to introduce yourself insofar as you're representing the hills as opposed to your your what you may come to speak about?

11:20

Thank you. Yes, let's go. But I'm representing Nick and Emma Hill this morning, or this hearing? And I believe the session, an item we wish to or they wish to respond to was Item nine. And the lesson plans, sheets or plots rather, are you wish to know is 12 stroke nine and 12? Stroke?

11:47

1812 912 18. Thank you very much. Thank you. And then finally, in terms of those people who have objected I have got Shawn Kimberly.

12:09

Right, okay, I don't have anybody else. That those are the parties whose interests may be affected. I've got a number of other parties who are here who may well wish to speak. But I will go on to say what the purpose of the compulsory acquisition is about, and we'll expect that any representation to comments are directed towards those matters. But I have a number of representatives from 7000 acres you wish to potentially say anything? Or do you want to introduce yourselves? Or shall we just leave that until? If you've got anything to say? Yeah, we're not sure what we're gonna say. But if we need to, then we'll, you can introduce yourselves at that stage. Cheers. Okay. Anybody else that would wish to make any contributions during this morning. If not, obviously, during the conversation, or during the event, if you wish to speak to just draw my attention, put your hand up. Once I come to you, then give me your name, and details at that stage. Thank you very much. Okay, to all of the participants today for the purposes of the recording, it will be enormously beneficial. If each time you speak you do state your name and who you're representing or the individuals or land that you're representing. As I mentioned earlier, the event is being live streamed and recorded and will be available to view on the good Burton energy page of the website. And then when watching on Livestream, or at a later date has the opportunity to make any comments about the matters covered today in writing for deadline three, which is Friday, the first of September. I'll briefly give a bit of an indication as to what the purpose of compulsory acquisition hearing is. Application for the proposed development includes a request for an order granting development consent to authorize compulsory acquisition of land or compulsory acquisition of an interest in or right Overland. This hearing is to enable the examining authority to hear and probe the applicants strategic case in respect of the application, and to hear individual objections from affected persons who are interested persons parties. With a legal interest in the land or rights over words, the applicant is seeking powers of compulsory acquisition and or temporary possession. Hearing will help me to consider whether relevant legal and policy tests applicable to compulsory acquisition and temporary possession have been met. To this end, the purpose of the hearing is as set out in the agenda, in terms of bullet point is to inquire into the applicant strategic test that The sorry, the applicants strategic case for compulsory acquisition and temporary possession of land and or rights. The compulsory acquisition and related provisions as presented within the draft development consent order, whether the conditions relating to the land being required for the purposes for the proposed development are required to facilitate or be entered dental to the proposed development is met. And whether there is a compelling case in the public interest by the compulsory acquisition provisions, the overall purpose of the meeting is to consider the matters on the agenda. For anyone who does not

have a copy, we'll display that at relevant parts. If you just want to scroll through to the actual agenda. Thank you just that first page there, we're at item two and that item three, we'll move into the general session. Then once we move forward, we'll scroll through that. In the notification, I also set out the documents that I may well refer to. And if there is necessary, we can get some of those displayed if that's appropriate. As a general rule, it's not appropriate to display documents that hadn't previously been submitted as part of the examination. And if anybody does refer to such I would need to know why such a document needed to be displayed. If during the course of the hearing, I need to refer to a document I will use the document reference number in the pins examination library so that people can follow up and want to look that up later. The objective of the hearing today is to develop my understanding of the issues. The expectation is that I as the examining authority will lead on questions, but there is provision for direct questioning by interested parties should this be necessary at my discretion. I would remind participants that the application for development consent orders are examined principally through the written process. However, hearings can be held to examine matters where this is helpful to the XA, which is why I'm holding this one, there is a subject matter controlled agenda. This means that the matters for discussion are those identified on the agenda. parties with an interest in land that is affected by such a compulsory acquisition requests are known as affected persons. All affected persons have been notified of this compulsory acquisition hearing, and have a right to be heard in relation to any objection about the effect of a compulsory acquisition request on their interests in land. I have therefore notified all those parties affected by the application for the proposed compulsory acquisition powers of this hearing and invited those who have made a substantive objection to the use of the proposed compulsory acquisition powers are requested to be heard. To address me at the hearing today. At the appropriate time, I will call each of those registered speakers to address the examining authority with their point. At that time, I would ask that you introduce yourself as to who you are, and if applicable, who you represent. I will be examining the application for compulsory acquisition rates in the context of the powers provided by the Planning Act 2008. Specifically, sections 122 and 123 are linked to that legislation is available on the main national infrastructure planning website. But in brief, I will need to test and advise the secretary of state whether the land and rights are sought or required to build or facilitate the proposed development, whether there is a compelling case in the public interest for the land or rights to be acquired compulsorily. And that what is sought is legitimate, necessary, reasonable and proportionate. I will also be mindful of the advice set out by the government and its 2013 publication, the Planning Act 2008 guidance related to procedures for the compulsory acquisition of land, which is also available from the link in the guidance section on the main national infrastructure planning website. My deliberations and decisions will also be guided by the relevant human rights legislation including the European Convention on Human Rights Article Six 814, and the first protocol of Article One. Ultimately, we're considering whether to recommend or ally the application for compulsory acquisition powers, respectively. Both I and the Secretary of State shall take great care to weigh any interference with human rights against the public interest associated with the benefits of both development and ensure that any interference is considered both necessary and proportionate. It is for the applicant to demonstrate that all the proposed compulsory acquisition powers is seeking a are justified within this framework that all reasonable alternatives to compulsory acquisition have been explored. And there is a reasonable prospect of it having the funds available to implement any compulsory acquisition rights that may ultimately be granted by the Secretary of State in the time allowed within any government consent order. While there is a clear and obvious link between my examination of the proposed development

itself, and my examination of the application for compulsory acquisition rates, the two are tested on their own merits, according to the case, and whatever my ultimate recommendation to the Secretary of State, it is possible that they could grant development consent, but not some, or any of the requested compulsory acquisition powers. I should stress that I will form a view over the full course of the examination on each of the requests for compulsory acquisition powers. And whether or not there is a compelling case in the public interest. And not just on the submissions and evidence put before me today. For the purposes of this hearing, I'm assuming that the representative, the applicant are reasonably familiar with his legislation, the policy and the guidance framework, and with the process that the examining authority and Secretary State will read through. For those of you less used to compulsory acquisition hearings, I should explain that I will be referring to a small number of principle documents, development consent orders, the land plans, explanatory memorandum, statement of reasons funding statement book of reference, those are the

21:41

documents that we'll be talking about at various stages, I'm sure. Together, these provide the bulk of the material relevant to the application for compulsory acquisition powers. In preparing for this hearing, I've looked at all the relevant material, including those loose matters. I've just read reference to the environmental statement, and the applicant funding statement. All of these are available by the examination library on the project webpage of the planning Inspectorate national infrastructure website. The land plans identify all relevant parcels of land and include a label for each that cross references to the book of reference. The book of reference include a comprehensive table that lists each parcel of land, the power source, and everybody that has been identified with a legal interest in it. It was the applicant Tron responsibility to undertake diligent inquiries into the existence of all such affected persons in advance of making the development consent application, statement of reasons set taking detailed why the application believes there is a compelling case in the public interest for it to be granted compulsory acquisition powers in the draft development consent order, and these are necessary portion proportionate and justified. Many of you will have read these and I hope that you have finally met I remind you that the focus of today's hearing is explicitly on the proposed compulsory acquisition and temporary possession powers and specific parcels of land or legal interests in parcels of land. And I will not be taking any submissions or evidence on any other aspect of the proposed development itself, including its merit or wider concerns. There will be other opportunities to write or speak to me on these matters. Later in the examination, and indeed, during this week, we are holding various other issues specific hearings and an open floor hearing this evening. And if you have other issues that you wish to raise with me, those would be the appropriate places to do that. Similarly, I cannot take evidence and the quantum of compensation that may be sought or awarded to any individual affected person, or the application of the competition code, as this is strictly outside the scope of my terms of reference. To complete my preliminary items, may or requested all affected persons who make an oral representation to representation today, submit a follow up written submission after this hearing by deadline three is Friday, the first of September, the written submission to be based on the representations that you make today, rather than any new material, but they can include more detail and corroborative or supporting evidence. For those of you who haven't attended proceedings such as these, there is necessary formality and I will ask you to refrain from interruptions. These are most unhelpful to me potentially disruptive to those who are speaking and could in some circumstances lead to an award of costs against the responsible person. You will be aware that I have divided the agenda

into two sessions first deals with the applicant general Case for CA and TP. And the second deals with the individual affected persons. Whether I do them in German between will depend on how quickly we're progressing through the matters. Before I come to the applicants general case, are there any procedural matters that anybody would wish to raise with me?

25:29

Okay, there's nothing from the room don't appear to have anything virtually. So we shall proceed on so I'll now turn to the first session of the hearing deal with the applicant general case for compulsory purchase and temporary possession. As you can see from the screen item three, the summary of the DCO provisions. If you can just scroll to the next page, then that will show the rest of that yes, 3.2345 and six. I've asked the applicant to provide a brief summary of the development consent order provisions which engaged compulsory acquisition or temporary possession so that it provides a bit of scene setting. And we are all introduced to the provisions within the development consent order that we are talking about today. In this regard, I've set a new Agenda Item three, the matters that I would wish the applicant to touch upon briefly was your namely the articles which engage the compulsory acquisition temporary possession. Identify and the other provisions in the DCO that relate to potential compulsory acquisition and temporary possession. Explain what consideration they've given us for Article One of the first protocol, the ECHR, Article Six or under Article eight. And then any matters that they've given in terms of consideration of the the equalities act as we all bear on these issues. So if I could turn to the applicant to give us a brief introduction to those matters. Thank you.

27:08

Yes, thank you, sir Amy Sterling on behalf of the applicant, looking first their net Genda item 3.1. I will provide a very brief overview of which articles engaged compulsory acquisition and temporary possession. part five of the draft DCO contains the main provisions for compulsory acquisition. Article 20, authorizes the compulsory acquisition of the auto land, that being the land which is described in the book of reference and shoreline land plan, that pero and article 20 is subject to article 22, which relates to the acquisition of rights and article 29, which leads to temporary possession. Article 21 of the draft DCO then sets the time limit for the exercise of the compulsory acquisition powers and provides it the powers cannot be exercised after a period of five years after the making of the order. Article 22 Then authorizes the compulsory acquisition of permanent rates and land that applies to all land which is subject to freehold acquisition and to the land specified in sheduled 10 of the draft DCO. Article Two entity then deals with existing private rights and provides further extinguishment or suspension depending on the nature of the rate exercised by the applicant to ensure that any inconsistent third party rates do not prejudice the delivery of the scheme. Article 24 then applies the compulsory purchase vesting declarations that means you need to one to the DCO to ensure that the applicant can exercise the powers of compulsory acquisition if granted via general vesting declaration. Article 25 permits the acquisition of subsoil only. Article 26 permits the undertaker to carry out the authorized development notwithstanding that it would interfere with any third party rights subject to the payment of compensation. Article 27 modifies the compulsory purchase act 1965. So the returns work within that act with the DCU and the compulsory acquisition of rights. Article article 28 allows the undertaker to enter appropriate and use the subsoil or air space over any street then they order land. Article 29 permits the temporary use of land and there are certain plots of land specified in sheduled 12 of the DCO in respect of which only temporary possession may be taken. Article 30 permits the temporary

use of land for maintaining the authorized development and applies only during the maintenance period which is five years from the date of final commissioning, except when any longer maintenance period is required via the outline, landscape and ecological management plan. Article 31 permits the acquisition of land and makes and statutory Undertaker land subject always to protect provisions and shedule 15 article 33 Sorry 30 to maintain the rights of statutory undertakers and streets subject to streetworks. Article 33 makes provisions for third parties to recover costs. If any utility supply has been interrupted, due to work carried out by the undertaker sheduled 10 I've already mentioned it specifies the land in which only rates may be acquired and the extent of those rates split into three categories, access rate, cable rates and services right. Schedule living modifies compulsory purchase legislation to ensure that works within the context of compositive powers granted via a DCO sheduled 12 specifies the land in which only temporary possession can be taken. And sheduled 15 contains protective provisions for the benefit of various parties, which already has an overall restriction on the compulsory acquisition programs which are sought. Those are the main provisions within the draft DCO which deal with compulsory acquisition. Would you like me to move on to the other provisions in a DCO which relate to compulsory acquisition? Yes, okay. The draft DCO does contain other powers, which are relevant to propose acquisition and temporary session, including the power specified in part three of the DCO which make provision for the carrying out streetworks and part four, which contains supplemental powers. of particular relevance is article 16. So eight article 18, which enables the undertaker to carry out protective works to buildings to either prevent or remedy damage from the scheme subject to the payment of compensation. Article 29 grants the undertaker the authority to survey and investigate land on notice. Again subject to payment of compensation. Article 47 requires security to be in place before the exercise of any compulsory acquisition powers to ensure that any compensation liability can be met. Article 48 incorporates the minerals code as mineral rights have been identified within the order land, and the minerals could face a statutory process for dealing with those rights to minerals. An article 49 deals with crime rates and provides the audit does not allow the undertaker to interfere with crime rates, either when with the consent of the code body, and I know there's only two agenda item on this. Thank you.

32:36

Thank you. And do you want to just go on to identify what consideration you've given to the various matters in the European Convention?

32:49

Me standing on behalf of the African. Yeah, so what I'll do is I'll just run through agenda items 3.3 to the point six, please stop me and then at any point if you have any. Yes, sorry. Thank you. Okay. Article 3.3 refers to Article One of the first protocol of the European Convention on Human Rights. Article One of the first protocol protects the right to peaceful enjoyment of possessions and provides it no one can be deprived of their possessions except in the public interest was acknowledged that the order could infringe the rights of affected persons the infringement as authorized under or can be authorized under Article One of the fresh protocol. If statutory procedures were making the order forward. And as a compelling case in the public interest with the inclusion of the compulsory acquisition powers, and the interference is proportionate. The applicant considers that these tests are met as a Planning Act as those in the process has and will continue to be followed in relation to compulsory acquisition. There is a compelling case for the Cape Breton scheme to proceed, which is in the public interest, ie the delivery

of renewable energy and security of supply. The applicant has also minimal and minimized Saudi land which is required through design and through seeking voluntary agreement. And so the interview ensued proportionate overall. Therefore, the applicants position as stated in this statement of reasons is that the relevant provisions of Article One of the protocol are satisfied. Moving then to Article Six of the European Convention on Human Rights, Article Six entitled those affected by compulsory acquisition to be heard at a fair and public hearing. The Planning Act 2008 provides multiple opportunities for engagement by affected persons, including pre application statutory consultation, the section 56 acceptance process and method compulsory acquisition hearing, and of course written submissions into examination. Any challenge to the grant of development consent order containing compulsory acquisition powers can be made to the High Court. The provisions of Article Six are therefore satisfied, as effective persons are giving a fair and public hearing. Failing then on the European Convention of Human Rights, Article eight protects private in family life, interference is justified if it is in accordance with law and is necessary and in the interests of, among other things, national security, public safety, or the economic well being of the country and the protection of health. No dwelling houses or private residences are the subject of compulsory acquisition, which I'm sure is a topic we'll go into later. So, this article is not considered engaged. However, if it is engaged the optical depth against possession is that all compulsory powers which are short, have been sought in accordance with law and are in the public interest for the reasons mentioned. Overall, therefore, it is considered a there is no infringement of any convention rights. And if there is there is proportionate, necessary and legitimate in accordance with law. And there is considered to be a compelling case in the public interest with the powers to be granted to deliver decarbonisation and energy security benefits of the scheme. Moving on then to item 3.6, in relation to any duties under the Equality Act in relation to the application. The applicant is not itself a public sector body specified in the equalities act 2010 has been subject explicitly to the public sector equality duty. However, section 1492 of that Act provides that a person who is not a public authority, but who exercises public functions must and the exercise of those functions have due regard to that duty. In addition, this scheme is a nationally significant infrastructure project. And the DCO application will be determined by the Secretary of State and the Secretary of State as a public authority to the public sector equality duty applies. And equalities impact assessment is under preparation for an examining authorities frustrating questions, and will be submitted that the examining examination deadline three, that equalities, impact assessment analysis, the Secretary of State's decision making process and demonstrate the judicata has been paid to the needs of protected characteristic grips and aligned with the Equality Act 2010. And the public sector equality duty. Thank you.

37:05

Thank you very much.

37:20

Could I just ask a general question in terms of Article Six of the European Convention? And Article One of the first protocol? Are you aware of a need to highlight any specific cases where the interference of human rights needs to be brought to my attention?

37:42

Me standing on behalf of that get the half a gap again? No, sir.

37:46

Okay, I haven't seen any specifically. But I'm just wanting to ensure that there's nothing that's sitting there that I have either missed or that has recently arisen. Thank you.

38:06

Thank you for the confirmation about the equalities. Impact Assessment in your response to the written questions. And that will also be helpful in terms of meat dealing with this issue. And reporting to the Secretary of State. Does anybody have any questions on what they've heard in terms of item three terms of the general assessment of the impact on the CHR. And in terms of anything of those articles that have come forward

38:41

and discovered 7000 acres? I just like to say that item 3.3 7000 acres would like to reserve the right to respond in writing to making the case it's not in the public interest.

39:07

Thank you.

39:16

I assume that that will be by deadline three. Yes. Yes. Okay, thank you. Anybody else have any comments on those general provisions? Yes, Mr. App.

39:30

Can I just confirm with the applicants representative,

39:33

just for the purposes of the other parties and things? Can you just confirm your name and your knowledge

39:39

is My name is Christopher ash. I have a property neighboring scheme. Can you just confirm to me You mentioned that there are no residential properties subject to compulsory acquisition order. Is that correct?

39:54

That was what they said and that's my understanding, but I shall let the applicant respond to that. up

40:01

any selling on behalf of the African? Yes, that is correct. There are no residential properties which are subject to compulsory acquisition. This was also confirmed in our response to frustrating questions.

40:13

We, we have a section where we deal with the specific cases. So whenever we deal with that, we can draw that out. And you're identified as a, an interested party or an affected person in that regard. And we can get into the detail of what the actual notice is that they've served, and what the interest is that they're actually seeking to acquire at that stage. And the other person, the other party? No, okay, thank you very much. Let's move on to agenda item four. So we can just scroll down a little bit so that people can see what we're talking about. Again, if I could ask the applicant to provide a summary by way of introduction, covering the points 4.1 to 4.5. On the agenda.

41:13

What we're looking for is there. There's a couple of sort of technical things here. And there's some of these have actually been done in the written questions. But if you can just deal with them. Confirm that the application includes a request for compulsory acquisition, set out briefly whether and how all reasonable alternatives to compulsory acquisition and temporary possession have been explored and explained whether and how the rights to be acquired are necessary and proportionate. And finally, whether in accordance with section 122, there is that compelling case. So let's have a look at that. I hear what 7000 acres have said. So you may well wish to listen to what they say and then use that in terms of your written response later. But thank you very much.

42:13

Thank you, sir. Mr. Sterling on behalf of the applicant as with the previous agenda item, I will just proceed through agenda item 4.1 to 4.5. Please do stop me. And so yes, the applicant confirm that the application includes a request for compulsory acquisition of land and rights and land. To the extent it set out in Section Five of the statement of reasons. This was confirmed in Section 1.7 of the cover letter, which accompanied the application which is examination reference a PP 001 and is also supported by the back of reference and the lamb plans. The applicants position is that yes, all parasites are required for the authorized development, being in the Cape Breton energy and storage Park scheme are required to facilitate or incidental to that development. And so we're in accordance with Section One to two A and B. As confirmed and responsibility in question section one to two to see is an engaged as there is no special category land within the order land, and so therefore there is no replacement land. The applicant considers that the rate that is seeking our nurses to deliver this to deliver this scheme, and all reasonable alternatives to compulsory acquisition and temporary possession have been explored. The applicant has sought the rights and needs to deliver this game via voluntary negotiations, and has entered into option agreements for the solar and energy storage practice eight solar PV panels will be located and as well advised in negotiations in relation to options for easement for the grid connection closer, and Mr. Dewey can speak in more detail about that, at this second part of the session. In addition, the applicant has designed this scheme to minimize the lantic required while selling shooting technical feasibility and minimizing environmental impact. And further details on alternatives are contained in Section 7.6 of the statement of reasons and an alternatives and design evolution chapter of the environmental statement. The land rates sought are proportionate to deliver the gate Breton scheme. The applicant has sought powers of compulsory acquisition or possession of land whether it intends to occupy or otherwise control for the duration of the operational period which is considered proportionate to the interference. As always noted, it still remains the applicants firm intention to rally on the voluntary property arrangements which has entered into for the

solar PV scheme. The applicant has reduced the power hours which is the king from freehold acquisition to permanent rates only for the cable corridor to ensure that it can install and maintain the 400 KV cable. Temporary possession powers are sought which are also considered proportionate as they the lesser interference and capacity acquisition powers and can result in less overall land take by the allowing the applicant to occupy and maintain land on a temporary basis without having to either acquire that land or acquire permanent light bites in that land. By knowing and the applicant is firm position is that there is a compelling case in the public interest for the parasite to be granted. The public interest and negate Breton scheme is twofold. Firstly, decarbonisation, which is a UK legal requirement, and is of national and global significance. And secondly, in relation to security of supply. The UK government committed to large scale solar as a matter of policy to deliver both of these public interests. This scheme will deliver large amounts of low carbon electricity to the GB grid, whilst also providing essential energy storage functions to provide grid balancing and grid security. Solar is critical on the path to net zero and it receives receives the highest form of policy support and existing and emerging government policies. This scheme will provide secure and affordable low carbon generation. The planning design and access statement demonstrates this scheme is supported by planning policy. The statement of need demonstrates the need for the scheme is established. compulsory acquisition powers are required to ensure that the scheme can be built, operated and maintained. So the government policy and the public interest and decarbonisation and security of supply can be delivered in a timely manner. In the absence of these powers, it may not be possible to assemble all that all the necessary land rights and the objectives of policy would not be achieved. There is therefore a compelling case in the public interest, but the rates of the Commerce over the compulsory acquisition perish to be granted, which outweighs any private loss. In addition, any private loss would be compensated for an accordance with a well established compulsory purchase compensation code. Therefore, the applicants position is the compelling case no public interest with the compulsory acquisition powers to be granted. Thank you. Thank you.

47:24

I've got a couple of matters. I just want to raise with you, before I come out to any other AP or or any other parties to see if they've got any other comments. You just mentioned that much of the Solar Park area of the scheme is being progressed subject to private arrangements or treaties. Why if that is successful, which in much much of your sheduled the negotiations you're anticipating that will be do you need compulsory acquisition powers? And how likely are those matters that you've identified in your Statement of reasons to occur that would mean that CEA is required

48:11

me standing on behalf of the applicant. And yes, it is the applicants firm intention to rely on the voluntary property agreements that has in place of course, I will read those are private commercial agreements between the parties. And it is possible a little considered unlikely that the land interest in which those option agreements have been entered into could either not honor the option agreement and will not ultimately grant the lease of this aid or could in some other way default under the option of government for example, the me and be made insolvent or May the state may die essentially and they may then be placed in an executor ship for example, and in which case and given the public interest in this game to present to proceed in an urgent manner to deliver decarbonisation is considered necessary to ensure the compulsory acquisition of powers and nevertheless available so the in the

unlikely scenario of them being required for the solar and energy storage Park say they can be relied upon in the scheme can be delivered within the timescales identified.

49:30

We've got to a position now where the scheme is curtailed 60 years. So in that sense, it isn't in perpetuity. compulsory acquisition is in perpetuity Why do you need to take control of the solar parkland in perpetuity if the scheme is only for 60 years? Is that proportionate? I'm not advocating every possession gets given the long time, but what I need to understand To what I'm seeking comment on, is, why is temporary possession being discounted over that period? What's your justification for that? And what's your justification for going for CA?

50:13

Me standing on behalf of the applicant to consider the compulsory acquisition of the freehold of the land is actually more proportionate to the exclusion essentially of the land on a form that land for such a lengthy period of time. If the compulsory acquisition powers were just for simply rights in that land, the landowner would essentially have to hold the land for a period of 60 years, but we'd be excluded from it by basis of the acquisition of permanent rates or indeed temporary possession, which is considered unfair, frankly, to the landowner. And so in the unlikely scenario that compulsory acquisition periods do have to be exercised is considered more fair and more proportionate for the applicant to acquire the freehold interest. And to compensate the landowner on that basis. It can be distinguished from the grid connection corridor where the applicant doesn't require its exclusive use essentially, with the grid connection corridor for the operational lifetime. So permanent rates are more proportionate to the rate, which are acquired by the applicant.

51:26

At various points in the environmental statement that suggests at the end of the life of the development that the land could be returned to its previous use, and that this would be provided back to the landowner. What mechanism is in place to make provision for that if you compulsorily acquire the land? And how would that be achieved? Is it first refusal? Is it sale back? Is it how does it actually make that happen? If at the end of 60 years, you, you then decommission the site and you've compulsorily acquired the land and hold an interest in the land.

52:11

Ami Stirling on behalf of the applicant, and well first of all, the land would be decommissioned in accordance with the commitments which are made and the decommissioning environmental management plan. So the applicant is committed regardless of who ultimately owns the land, the applicant is committed to decommissioning the solar PV panels and therefore the land being returned to Audible. Yes, the applicant will need to double check exact question and your frustrating questions that responded on this point to have over the African confirmed its responses to frustrating questions. The option agreements which it has in place in relation to the solar energy products aid also require the land to be first offer back to the landowner. And so therefore, even if the land was compulsorily acquired, the African has entered into an agreement with the landowner, that it would be offered that to them to purchase otherwise.

53:09

But if you've compulsorily acquired the land, then the option agreement wouldn't come into effect

53:17

immediately after the applicant knows that the option agreements have been entered into and constitute a binding commercial contract which the applicant is bound to. And under that option agreement is bound to comply with the obligation that notwithstanding the provisions of the option agreement, if under the DCO compulsorily acquired that land, it must offer the land back to the landowner in the first instance, if the landowner does not take up that offer of sale back, then the land would be made available for market sale. There is also a well established principle of the actual down flows, where the land is usually normally first off of that the person from whom it was compulsorily acquired. But that is currently reflected within the option agreements also, which has been entered into as a Express contractual obligation on the applicant,

54:10

another probably private agreement, but is it available to provide a general copy of the form of the option agreement so that we can see what that agreement is?

54:25

Me standing on behalf of the applicant, we would, of course, have to check with the other parties to those agreements. But we'll take that away and see if those are form of wording that we can provide which gives you an understanding of the obligations which the applicant has been by,

54:40

yes, that would be very helpful. Thank you.

55:02

We're talking about your general case here. And I'm going to move on to specific individuals who are objection to Prius, but I've got a specific specific matter, but which raises a general issue. So it's in relation to North Park. Let's plot two two and two one. identified in the book of references land to be acquired permanently. In your negotiations in power sought shedule are identified as to be needed for the acquisition of the installation of solar panels work number one. And associated works to facilitate a ground mounted solar photovoltaic Generating Station work number five. In the works plan, they're shown as works number five, which is quite an extensive list of activities, which is basically a lot of ancillary stuff about Ventus, CCTVs, etc. And in the recently added parameters plan, they are shown as a solar panel exclusion zone, and a neat outlet outline the landscape and ecology management plan are identified as an agricultural field with a solar panel exclusion. So why is it necessary to compulsory purchase that land and not simply excluded from the order land doesn't seem to be needed for panels, the panels are excluded doesn't seem to be needed for any ecological benefit as it's done for an agricultural land. So I'm having a bit of difficulty understanding that area of land as to why you need it.

56:50

Me standing on behalf of the applicant. Just to clarify, I think if the schedule of negotiation and parasol says it has worked, number one, that's an error and we will correct that. And as you correctly identified,

the need Park is a solar PV exclusion zone. However, it is required for the scheme as a mitigation an applicant requires to control that land to ensure that the ecological mitigation measures that it puts in place will be maintained for the lifetime of the development.

57:22

My understanding from the ecological management plan was that it was simply an agricultural field, there was no agriculture, there was no ecological mitigation as such, maybe it's just the way in which that prayers are spelled out, but maybe it needs a bit more detail as to what the mitigation is that keeping it as an agricultural field is what the agricultural mitigation is, what's that? What effect is that mitigating net for why is it needed. So you're not clear

57:51

in his telling on behalf of the applicant, the field is field is required for landscape mitigation, as I understand it, in relation to the historic environment. And so it's necessary to keep it as a field to mitigate the landscape impacts of this scheme. But I appreciate that may not be clear from the document. So if we could take that one away, we will seek to clarify. Right, okay,

58:12

because that leads me into my next bit, which is what you got. That's almost a heritage buffer, but it's not identified as heritage buffer. So I was wondering, should that have been in the heritage buffer indication. But on that similar sort of V, and those are all matters, even the the, the heritage buffer zones, you're excluding all of the works, which would relate to the generating facilities. So solar panels, there as well are not necessarily ecological mitigation, where you need management of the land, they are simply land which is excluded to keep it open to keep the development away from Heritage asset, so that you don't encroach upon the setting of the Heritage asset. Again, Why could you not just exclude those from the development side, so that permission is not granted for those features, and therefore there would be no potential to put any development in them. And therefore, that of itself would create that degree of separation. When there's no necessary, necessarily management process that you need to take control of the land to manage it.

59:38

Me standing on behalf of the applicant, the applicant does need to manage the land to the extent it needs to ensure that nothing won't affect the heritage buffer is placed on the land. So if the land was excluded from the boundary, and compositive parents went soft over that land, then it would be open to the landowner to construct anything in that field and Have subject obviously to various planning permissions which may, then and not allow the field to function as mitigation for the scheme. This area is under an option for lease agreement in any case, but the applicant considered it it does require to control the land for the operational period to ensure that as mitigation can be in place for that duration.

1:00:34

Okay, I think in terms of that, it would be useful if we could have a more detailed explanation of the purpose of the Heritage buffer. And then in relation to NIF part whether or not that's actually part of the heritage buffer, or if it's not part of the heritage buffer, a more detailed explanation of why it's there. So if we can include that in the written summaries or provision, if you have a separate paper or something

of that nature, I've got a couple of action points on that. And then the options agreement you're going to provide. I'll go through those at the end. But so yes, I have no problem. Thank you very much. Okay, that's all the matters that I wanted to raise in those general things. Before I move on, are there any APS or any IPS here, who would wish to raise any other matters and the applicant general case, for CA and TP based on what they've heard this morning? I've got a couple of parties who have indicated a wish to speak. So if I come Firstly, to 7000 acres,

1:01:51

this garbage 7000 acres? Yes. Thank you. It's just a general comment, item 4.5 7000 acres believe there's not a kind of a compelling case being made. And that we reserve the right to obviously reply in writing again, by the deadline for first of September, if possible. Thank you very much.

1:02:25

Yes, ma'am.

1:02:26

Do you want to is I think there's a roving mic somewhere is there? Or if you want to come up to one of the mics at the table, whichever is easier for you?

1:02:47

Can you hear me sir? Sir, might?

1:02:50

I've got that? Can you just introduce yourself, say who you are and say what interests you have?

1:02:55

Yeah, I'm Katrina Bolton. I'm just a member of the public. And forgive me for my lack of knowledge in relation to planning or policy. But the applicant has made reference to security of supply in terms of their rationale about human rights and also in terms of the compulsory purchase, and have gone on to say the solar is the highest source of policy support. So my question is twofold is does policy have the same legal compliance requirements as actual planning legislation? And secondly, what specific legislation stipulates an applicant has to meet a national requirements security of supply.

1:03:45

Okay, thank you, applicant, do you want to make a response to that?

1:03:51

Me standing on behalf of the applicant. Yes, the Planning Act 2008 sets thresholds for projects, which I consider to be nationally significant infrastructure projects, that includes generating onshore generating stations which are above 50 megawatts, which this scheme falls into that category. And therefore, it falls within the nationally significant infrastructure process. The Planning Act to those and the needs also provide details of matters which can be material and relevant considerations to decision making, including national policy statement. The national policy statement in three renewable energy is undergoing updates at the moment, and the draft MBS en three is capable of being a material and

relevant consideration and the tariff determination of this application. And draft MPs en three does provide the highest form of policy support to solar PV Thank you.

1:04:58

Okay, thank you

1:05:03

No other party's in the room. Just looking to see whether or not there's anybody virtually who has raised a hand or anything, don't have anything raised there. So I shall proceed along

1:05:25

okay, let's move to Item five, which is crying land

1:05:36

she we've got special land and crying land, you've identified that there's no other special category land that's been provided. I note from an email that was provided yesterday that you moving forward crying. And basically, I just wanted to get an update from you on how you are getting on with that client consent when I would expect that matter to be resolved, including any key milestones. And when that expectation is so given that that document has not yet been published, maybe you'd like to just quickly run through where you are with Bryan land and how that's progressing and what your expectation is. Because I think even then it just says later in the process, when you anticipate that later in the process may well be but if you can give me that, I suspect that what I will do is I will get that email that you've submitted to us published as an additional submission, so that it is put on to the website along with the other comments that you've made. So that those are available for public scrutiny. But can you just run through what what that basically says, and tell us where the applicant is out with Corona and

1:06:53

Amy selling on behalf of the applicant? Yes, the African SC King can consent inform the current state commissioners and listen to plot 1304, which was the riverbed of the river Trent where the current state is a freehold owner, as you've noticed other parties submitted a joint statement yesterday confirming that the current FDA was reviewing the request and that the parties will enter reach agreement in a timely manner before the end of examination. We are somewhat in the hands of the current state and local aid. And so I am unable to give you milestones at the moment other than and we are working very hard to encourage the kindness state to deal with this matter as early as possible and examination given the very limited interactions with the crown. Land I hope that that is possible.

1:07:40

Yeah, I think what the

1:07:46

let's just see what the actual statement says. The applicant is engaged with the solicitors acting for the Crown Estate commissioners in relation to obtaining the nursery crime consent pursuant to 1351 and two, applicant sets out the nature of the consent sought. In first written questions. The current estate Commission's are currently reviewing the request for consent in relation to the plot that you've referred

to, and the request for consent under 1352. Crimes the commissioners note that the examination is in the early stages not that early. And in relation to section one through five to consent, in particular, the articles in the draft issue are liable to change as the examination progresses. For this reason they noted as not, it is prudent for any content to be granted at a later stage. Once the draft DCO is in close to final form. What I'm concerned with is what they anticipate that close to final form is that before I release my suggested amendments to the DCO, if indeed any are necessary, I would prepare it before that so that I could be in a position where I wasn't seeking to advise alterations to that they're also suggesting that the article may need to be amended. And I was wondering, in what way because it's a very straightforward and fairly common article you're not sent so I have a real specific issues with it or

1:09:38

me selling on behalf of the African and we agree with you sir and as also our strong preference, as I mentioned to have this matter resolved as early as possible and we think it would be capable of resolution now and procrastinate content to be granted. However, obviously the current state's position is noted in that statement. It is of course open to you, sir to make to the chronicity as part of your second written questions and encourage them I'm to provide a timetable for providing section one D five consent

1:10:07

thank you for that.

1:10:41

As I say in relation to other special category land and I note that you've confirmed that there is no other national trust land Commons land, town or village greens open space or funeral allotments. I expect that you've done your due diligence and that that's not going to change. And however, if anything arises during the course of the examination that may otherwise change that please do let me know at your earliest convenience. Continue relation to Kronan special category land that's all I've got this anybody else has any other issues that they would wish to raise? Watching anything in the room? Seeing anything hands? Thank you very much. That takes us to item six is in relation to statutory undertakers. A number of points I'd wish to get clarification on before I turn to any statutory undertakers. You're here, but we don't have any statutory undertakers. I just wanted to pick up some point. I'll pick up these no rather than the DCO I sh tomorrow, then that means that we don't need to address them tomorrow. But if you need a bit of time to consider a response or something, then maybe we can pick that up tomorrow. But that depends on him. This has much to do with just getting confirmation of issues so that as we progress and as we're having hearings, I can just keep a check on where we're we're at at each checkpoint as it were. So just confirmation that the latest list of all the statue Undertaker's who have objected to the compulsory acquisition or temporary possession of their land, and which engages one to seven that's up to date. And there's no further additions to that. No further objection joining

1:12:43

me standing on behalf of the applicant. Yes, that's correct.

1:12:51

Similarly, in respect of the application of section one three in respect of interests in apparatus, game, we don't have any other statute Undertaker's that are raising any issues or any matters.

1:13:05

You missed anything on the behalf of the applicant yet as collector.

1:13:20

Let's all set out in Table three in the status of negotiations with statutory undertakers shouldn't shedule of negotiation power sought version to your rep 2032. And in the statute, Undertaker's tracker provided deadline to rep two or three, four or four, three, very small little admin point. Let us clean shedule submitted a deadline to was actually entitled version one clean in your document descriptor which was sent to us. And that's how it's been published on the website. Because that's what you said to us. And I think that's it. It is in fact, the clean version of version two. So can you just correct that and just make sure you do? descriptors are correct, because, I mean, it's not for us to change your descriptors. In that sense. It's just about making sure that everything is correct.

1:14:23

Me standing on behalf of the African apologies, yes, sir.

1:14:28

And in response to my HQ, one six point it in the first written questions in relation to Article 61. A, you said that seven Trent have confirmed that it can rely on its statutory rights and is therefore satisfied that the standard protective provisions Part One sheduled 15 are sufficient and new therefore taking that as an agreed position also provides confirmation it does not require are the non standard protective provisions? Can I get a copy of that communication or that letter?

1:15:08

Me selling on behalf of the applicant? Yes, we'll take that one away, sir. Thank you.

1:15:29

In terms of the protective provisions included within the DCO, can you just briefly update me on the progress of these, and whether they are in a satisfactory form that is agreed with the relevant parties, or nearing completion where there's no fundamental issues between them? So just a very brief update on the non standard protective provisions and where we're at with those

1:15:57

in a setting on behalf of the applicant, and yes, no problem in relation to their protective provisions for Anglian Water Services. The applicant understands these protective provisions to be an agreed final form, but we're just seeking final confirmation from angry Mater on that point. So, yeah, in relation to the telecommunications protection provisions, we understand British telecommunications has accepted the standard protective provisions and no further updates are necessary on those in relation to the canal and river trust, and the parties are in very regular contact with his list of the canal and river trust. And we do expect a group protective provisions to be submitted. And to examination very shortly. I will talk even for deadline three, and if not for deadlines, leave them for deadline for and these protective

provisions are being negotiated and agreed on behalf of the four solar projects which are crossing the river trend and this area to ensure consistency of the provisions. So that's what's taking slightly longer than than expected on those but we are making good progress in relation to national grid electricity to the transmission PRC. Again, we made a submission into examination yesterday suggesting that we are engaged to finalize some commercial points that we hope that he's going to be agreed in shortly. I can read the full statement a few days every week they get read and energy Park limited and national grid electricity transmission PLC can confirm they are engaged in negotiations and protect provisions and assayed agreement. The parties are in regular contact our competent protective provisions can be agreed before the end of examination. This statement has been agreed by both parties

1:17:53

the reference to the side agreement that is made. Will that be a private agreement that is commercially sensitive and not provided to me or will I get a copy of that? Or will that be a document that's included in your other licenses and agreements?

1:18:16

Any selling on behalf of the applicant this as a private commercial agreement between the parties. So the protective provisions will be updated within the final agreed Forum and the draft DCO. And we would then expect the national grid electricity transmission can write to confirm that those are sufficient to protect their interests and that representation is withdrawn. It's not our intention to submit the commercial agreement into examination.

1:18:41

Does the commercial agreement cover the grid connection? And the any restrictions in terms of grid connection

1:18:52

with me standing on behalf of the applicant? No sir that is dealt with separately and various good agreements are entered into by the parties. This committee agreement like the protective provisions manages the interactions between the different parties apparatus

1:19:17

would it be possible to provide a descriptor if not the actual agreement but a statement or a document which outlined what the nature of the agreement is?

1:19:34

The game is standing on behalf of the applicant and so we will discuss that with National Grid and seek to provide something that they're willing to disclose as well.

1:19:42

Thanks. Thank you.

1:19:48

Moving on then to in relation to Northern program to Yorkshire PLC. We have now received northern programs Yorkshire PLCs comment on the protective provision and which are with us review and we'll be responding on those shortly. Good progress is being made in relation to seven term water and indeed we've already discussed that. So, in addition to EDF Energy, we are engaged with EDF or standard protective provisions would apply to them. However, we understand that they would like bespoke protective provisions in the order. And we are told that we can expect a copy of ETs proposed protected provisionals imminently following which we will review and seek to accommodate within the draft DCO. Okay, moving on then into the national grid electricity distribution, the project provisions have been agreed and provisions and parts of no schedule 15 of the draft DCO were included at deadline to an agreed form. In relation to Trent Valley, ADB, these standard protected provisions for the benefit of drainage authorities were provided to Trent Valley and we haven't received any further communication. And we consider those are sufficient to protect Valley a DBS interests. In relation to UniPro. UK Limited, the applicant has been engaged with Unilever and understands recently that they would like bespoke protective provisions, and that they will eminently provide a copy of the bespoke protective provisions that they would like to see in the face of the audit to the applicant. Once those are received, we will review and seek to include within the draft DCO at the next appropriate deadline. The parties are engaged in having regular communications in net release in net to upper with them ADB. Again, similar situation to the Gen fairly ADB the standard drainage provisions would apply. And we haven't had any indication that the upper whether my DB require any changes and we consider those to be sufficient and agreed. And released. They're

1:22:14

relying on the standard. Yes. And that's in a statement a common ground with him

1:22:21

having to deal with just double check. So where that's confirmed, we

1:22:25

know we received a statement of common ground with with

1:22:34

me standing on behalf of the Afghan we'll just need to check that sir to make sure we're referring to the correct IDB and our response. Yeah. Okay, moving on then and releasing to Network Rail. The African as again engaged in regular communications with the solicitors for Network Rail. Project provisions are considered to be agreed say for one outstanding point which relates to the capacity acquisition provisions, which are pending the applicant and network will progressing voluntary negotiations further, which themselves are subject to further technical discussions between the parties. These are ongoing, and the exam authority can be confident that as soon as those are concluded, the protection provisions can be put in final pain offer.

1:23:23

And you're reasonably confident that those negotiation to run the voluntary agreement is are matters which are resolvable. Yes, sir.

1:23:37

Moving on, then to the Environment Agency at the applicant has provided protective provisions for the Environment Agency, and has provided those directly to the Environment Agency and sort of comments on them. And we are still waiting on a response from the environment agency so that we haven't received anything which suggests they're unhappy with the provisions which we've offered. So if and when they do come back to us with comments, we will seek to accommodate those within the provisions in the draft DCO.

1:24:09

Again, you've got a draft, but virtually agreed statement of common ground with the EAA, which is simply waiting, the conclusion of the protective provisions.

1:24:21

And so there is not considered to be any substantive matters outstanding. It's purely one of timing. Yeah.

1:24:30

Okay, thank you.

1:24:34

And just they're moving on excellent pipeline systems limited. We've included a placeholder for it, because they have indicated that they would like protective provisions. We have been regularly in contact with Exordium solicitors seeking a copy of those protectors book protective provisions. Those have not yet been provided. We most recently spoke with the solicitors yesterday, again said they were imminent. In the meantime, however, the standard protection provisions of part one of schedule 15, would apply to protect children's interests. And so as soon as we receive a copy of the book protective provisions, which is all them would like, We will, of course consider those and seek to accommodate them within the draft DCO. And then finally, sir, just in relation to the protective provisions, which are provided for the cotton solar project and the West Baton solar project, there are no updates to be made to those and those protection provisions are agreed.

1:25:41

Okay, thank you, that's very helpful.

1:25:52

Again, very minor admin point on your documentation, the statement of reasons. That's probably one of these, you need to make sure that cross referencing his vein, in the point where it refers to protected provisions, it refers to shedule nine, which is obviously from an earlier draft. As the sheduled have increased, we're gonna have the shedule of 15. So can you just make sure that in terms of those documents when updated documents are provided that the appropriate updates are made across all documents?

1:26:31

Me standing on behalf of the applicant? Yet to relation to those are updated for deadline fee? My apologies?

1:26:37

No, that's fine.

1:26:41

Okay, thank you. I don't have any actual statutory undertakers here, which can respond to any of the matters that are raised. Obviously, if they're reviewing things online, they can respond that deadline, three if they feel it's appropriate to do so. Which is obviously the first of September.

1:27:06

Does anybody else have any comments? Nothing in the room? No hands up. Right, thank you very much. Move along to item seven, then which is review of sheduled of negotiations.

1:27:31

Again, a very brief summary of outstanding objections and progress on negotiations, consciousness, a lot of information in the shedule. And therefore, I wanted to focus primarily on identifying the point where there may be issues and that there are unresolved objections, and now we're going to talk with affected parties later on. But are there any other matters that you want to draw to my attention, or, at this point in time?

1:28:03

Me standing on behalf of the applicant, Pastor, Mr. James J. Of Gately Hamer, he'll speak to this agenda item. Thank you.

1:28:12

Hello, James, Dewey obligately Hamer on behalf of the applicant, sir, I can give a run through of the objections and a position statement on on each of those if you would, if you would like. Although I don't want to get sort of too drawn into the into the detail.

1:28:30

I think it is a very brief overview of where we've got with an identification of how many objections there are still outstanding. And if they are those objections that we're going to deal with in detail later on. I'm going to take a break shortly. Give us a bit of a break and then come back to dealing with the specific ones. But if there are any other matters, I suppose it's as much for my benefit to draw to my attention. Any other objections that we need to be aware of?

1:29:08

No, there are no further objections to those in the shedule shedule of objections set out

1:29:19

in terms of the objections, then, are we done? A limited number? Is it four standard objections that we've got from individual parties?

1:29:32

There are four objections, including EDF, who objected as landowners and we are progressing in negotiations on heads of terms in terms of the land discussions with EDF, but they are running in parallel with the technical discussions and the protective provisions discussions as well at the same time and EDF have confirmed that they will be done in in parallel

1:30:00

Right, that's and the other, the other ones, we just identify what they are.

1:30:05

Sorry, yes, we also have northern power grid, who do not have a land interest. And therefore those discussions are being progressed as part of the protective provisions. negotiations. Yeah. Then we have Mr. Christopher ash.

1:30:24

Yeah. We'll deal with him in the session after the break,

1:30:29

and then we have Miss Emma Hill. And Mr. Nick Hill. You have two separate objections, but on the same same grounds

1:30:42

on the same scenario, and we'll deal with them.

1:30:46

And and then Sean Kimberly final is perhaps because Mr. Kimberly's not, I can give an update perhaps on that yet. So with Mr. And Mrs. Kimberly, we are progressing negotiations have an appointed agent, and we are seeking to reach an agreed position to operate and the rights to install the cables in their land. They have raised concerns regarding the grazing of horsing horses during the construction of the cables. We do not believe or we haven't identified any significant effects on the retained land during the installation of the cables. But the applicant is working with Mr. And Mrs. Kimberley to mitigate any impact on the use of the land. Ultimately, compensation will be available should a worst case scenario arise where the horses need to be relocated for the period of the construction works. And therefore, we continue to work with them to seek a solution.

1:31:57

Any deadlines or timelines that you may be aware of?

1:32:03

It feels like it's getting closer. As I say, we are wet awaiting response from their from their appointed agent at the moment. We're confident that progress will be made during the examination period and will of course update as we go through through the examination.

1:32:22

Okay, thank you very much.

1:32:28

As I say, we'll deal with the actual affected persons who we've talked about there shortly. In Session Two, I'll move to that fairly quickly. But I'm conscious, we've had a bit of a chance to this morning and it's getting late. So let's have a little bit of a break for that. But I don't want to progress too much into the afternoon because we've got the evening session as well. So we will conclude things relatively quickly after that. But give people the opportunity to say what they need to say. And in terms of the schedule of negotiations and parse sought. Table one summary of rates sought and status of negotiations and objections. And just wondering if it'd be helpful if it could be a bit more visual and introduce some sort of traffic light. coloring on on the document is a red Amber green, it could identify it easier to identify those plots in areas where agreement has been reached, negotiations are ongoing, or there's no objections just so that I can flick through it and sort of see where we're at on it on a much easier basis rather than charging all the way through things. That will be very helpful. Thank you very much.

1:33:38

final session, or final item in this session is funding. And I know there's a funding statement there. And I just wanted to understand whether or not there was any update to that funding statement. It identifies that there is adequate funding is likely to be available to enable a compulsory acquisition to proceed within the statutory period. Close to the matters that so I just wanted to understand. Do you have any updates to that? Is there anything else that I should be aware of in terms of funding that might be influence my consideration of it?

1:34:17

Me standing on behalf of the applicant and we're not in a position to update the funding statement? No, sir. But we do expect to update the funding statement within the next month or so because the funding statement confirms that the applicant will be funded by low carbon limited. The accounts are then provided for low carbon limited the audited accounts to end 2021. The audited accounts to end 2022 are due to be released publicly after the auditing process has finished in the next few weeks. Once those are publicly available, the funding statement will be updated to reflect the most recent accounts. And we're not expecting those accounts to have materially changed as relevant to the funding statement. But it's more for good order, sir and But we'll also make or take the opportunity at that time to update the funding statement to give details of the enhanced funding generally available to low carbon limited MVA debt structuring, etc, which is currently listed in the funding statement. So I don't expect that that will be for deadline three, but I'm, I would expect for deadline for.

1:35:27

Okay, thank you very much. That's very helpful. Okay, that concludes the matters, which to reason the applicant general case for I move on to Session Two and the individual case of effective parties. Does anybody have any issues they wish to raise to me and the matters that we've discussed this morning? No. Okay. Thank you very much. Thank you all for bearing with that reasonably long and intensive session, but I think it's been very helpful. I shall move on to individual cases. But given that we have been ongoing for a good sense of while I will call it break, and I see it's 1137. So shall we say, we

resume at 12 o'clock. It's 20 minutes to have a little bit of a break. And then we will move into dealing with the individual objections at 8am. Nine.

1:36:24

And we have Mr. Ashe

1:36:29

Scarlet on behalf of the hills to deal with in there, and then we will pick up any final matters after that. So hopefully we will still reach a conclusion by early afternoon. But if we take a short break now until 12 o'clock. Thank you very much. The hearing is adjourned.