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Issue Specific Hearing 1 (Morning)

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FULL TRANSCRIPT (with timecode)

00:00:05:18 - 00:00:13:29

So welcome back, everyone. It's 1140. Um. Can just check that we are recording and the live stream started.

00:00:16:22 - 00:00:18:19

Thank you all for sharing is now resumed.

00:00:21:06 - 00:00:27:12

Before we adjourned, we were about to move on to Powers of Acquisition Part five of the Draft Development Consent Order.

00:00:31:16 - 00:01:05:14

I think that item on the agenda, 5G. Ms. Broderick think we understand how these provisions operate, but I'm going to ask you to take us through it just to make sure that we do fully understand it. And you'll see the question we have is around whether Schedule ten limits the power in relation to the defined plots and how it does. So. Before you take us through it, perhaps you could just clarify whether it is or isn't the applicant's intention to seek a power for the compulsory acquisition of undefined rights over the plots not listed in Schedule ten?

00:01:08:04 - 00:01:15:29

I'm sorry. Before you do that, I'm going to ask if someone could close the door when they get a moment, because we're we're getting a bit of noise coming in.

00:01:21:21 - 00:01:22:06

Thank you.

00:01:23:12 - 00:01:23:27

For

00:01:25:03 - 00:01:42:17

the applicant. Yes. To At that point, I'm just going to briefly explain how the provisions work together, because they do need to be read in the context of all of the provisions just to to assist with the process. So Article 20. I'm sorry.

00:01:43:01 - 00:01:52:24

If you. Would you mind doing it the other way around it just just clarify the point first and whether or not those are the powers you're seeking and then take us through because think we understand the purpose or the way it's structured.

00:01:54:26 - 00:02:05:03

That was it for the applicant. So it is correct that new rights could be sought over

00:02:06:24 - 00:02:12:12

all of the order limits. However, the way in which the powers work is that

00:02:14:04 - 00:02:31:02

Article 20 gives you a general power to compulsorily acquire land for the purposes of the authorised development. However, that's subject to Articles 22 and Article 29, which basically limits that general power.

00:02:32:20 - 00:03:03:09

Article 22 provides that only new rights and new restrictions or existing rights and restrictions can be obtained over the land that's shown colored blue on the land plans, which is referenced as dash 006. And only temporary possession powers can be shown on the plots that are colored yellow. And those plots are then also listed in the schedule.

00:03:03:11 - 00:03:40:14

So all of the plots that are shown colored blue on the land plans are listed in Schedule ten. So what you are left with if when you've removed the kind of the blue and the yellow plots is the pink plots and so over the pink land. Article 20 enables the undertaker to compulsory acquire the freehold of that land. However, Article 22, Subparagraph one also enables the undertaker where it would be appropriate to do so to acquire a right instead of the freehold.

00:03:40:16 - 00:04:13:21

And the reason for that is that it may be actually when the detailed design of the scheme is known and in the event of a compulsory purchase situation that it is more appropriate to seek a right than it would be to acquire the freehold in its entirety. And give an example on the basis of if, for example, the once the location of, for example, a substation is finalized, you obviously have the compulsory, the ability to compulsory acquire the freehold of the land for the substation.

00:04:14:09 - 00:04:50:13

But if it is placed not at the boundary of that pink area and you need the cabling to connect into it, it would be appropriate to only acquire a right over that pink land between for the cabling up to the substation. It would it would not be proportionate to acquire the whole of the pink land between the substation and the boundary just for putting the cable in. So it's actually a measure designed to ensure that only the necessary rights and the least impactful powers are required and can be exercised.

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So you're not compelled to acquire the freehold when only a right would be required. It's not an undefined right. It is. It still needs to meet the tests that are set out in Article 20. It does need to be required for the authorised development or to facilitate it or is incidental to it, but because you because it is a lesser power than the power that is being sought, which is the power to acquire the freehold of the land.

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It hasn't been set out in as much detail as obviously the land work. Only new rights can be sought.

00:05:29:05 - 00:05:59:22

Yes. Think that's how understood it would operate. I suppose the follow up question have is whether or not the parties that you are discussing the acquisition of the freehold by voluntary agreement are aware of that provision and how it operates as well, just so that they are clear that there are right that are being sought, that are not defined within schedule ten that could be imposed. And I take the point that it's a lesser right and then the acquisition of the freehold, but they aren't aware of what the extent of those rights could be and that's not set out in the draft development consent order.

00:06:00:26 - 00:06:39:03

Clare Project the applicant. So the applicant has entered into voluntary agreements with each of the landowners where the pink land okay is being sought. Therefore, the powers, as we've explained in a statement of reasons, are still being sought over this land to ensure deliverability of the project. In the event that those agreements were to fall away for some reason or to govern an unknown third party interests in relation to that land. But those voluntary agreements contain various terms, including the nature of rights that might be sought over that landowner's land.

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And that's not voluntary. We must cover all the pink land.

00:06:44:10 - 00:06:45:09

Yes, that's correct.

00:06:45:19 - 00:06:52:28

Thank you very much. That's really helpful. Um, as an aside, I can see an article 21 be.

00:06:56:11 - 00:07:22:01

Some interesting word in them is Broderick And think if I recall correctly, that has been removed from previous draft development consent orders during the examination. I'll use long fields as an example there and wonder if maybe you want to review that because that does seem quite wide ranging. You use any land so acquired for the purpose of the authorized development or for any other purposes in connection with or ancillary to the undertaking.

00:07:30:24 - 00:07:32:26

Apologies. Could you just repeat the reference for me?

00:07:33:00 - 00:07:43:19

Yes, that's 20 article 21 B and it's the last part really? Or for any other purposes in connection with or ancillary to the undertaking.

00:07:53:01 - 00:07:54:14

That was it. The Atkins and.

00:07:56:05 - 00:08:04:07

We believe that there is precedent for that wording, but we will confirm where that can be found in the in the written summary.

00:08:04:11 - 00:08:35:19

Thank you. And as well as confirming the precedent. So obviously, it's it's it's unclear to us why that may have appeared in previous cos. I'd just wonder if you'd look at that point again because it does appear to be broad and extend what's set out in 21 which is to acquire it, to acquire so much of the land as is required for the authorised development. I think what's required for the authorised development and what's required for any other purpose in connection with or ancillary to the undertaking are different things, aren't they?

00:08:38:02 - 00:08:47:16

Clear the applicant and yes, that's correct. We will try and provide an example of how that would be relevant to this particular scheme in the written summary.

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Thank you very much.

00:08:56:06 - 00:09:06:08

Then next next one out is just really a point of clarification for us and wonder if you'd just be able to take us through why Article 22 is stated to be subject to Article 23.

00:09:20:16 - 00:09:52:15

A protects the applicant and. The reason why it's stated to be subject to Article 23 is particularly in relation to the fact that Article 23 includes provisions that whereby in particular in Article 23 six, where the undertaker can notify the holder of a particular right that the provisions don't apply, the powers do not apply to that particular right.

00:09:54:07 - 00:10:11:21

And that is why there is the link so that the the additional measures that are concluded within Article 23 would apply to the exercise of the powers in Article 22 TEU if circumstances arose.

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Share this article 23 six.

00:10:21:06 - 00:10:25:20

Whilst applicable to article 22 two.

00:10:36:05 - 00:11:09:23

Yes. Article 23 provides the provision, particularly in Article 23, subsection two, that the new rights and private rights or restrictions that are subject to the compulsory acquisition of rights and imposition of religious charges under Article 22 would cease to have effect if their continuance would be inconsistent with the exercise of that right or restriction that's been sought and over pursuant to Article 22.

00:11:09:25 - 00:11:37:16

But then it also goes on to to set out a number of provisions that would enable that power to not apply to a particular right. And it also provides compensation measures. So the two powers do work in conjunction with one another, both in terms and there's a difference between the acquisition of a new right under Article 22 and the acquisition of an existing right there to sort of different concepts. Both are permitted.

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Thank you. That's helpful.

00:11:44:22 - 00:11:52:00

Before we move on to Article 23. Does anyone present wish to comment on Article 22?

00:11:56:04 - 00:11:57:15

Anyone of my teams.

00:12:00:11 - 00:12:02:21

No. One. Article 23.

00:12:05:16 - 00:12:09:15

This is a bit of a link point. We may have touched on some of these points already, Miss Broderick.

00:12:11:29 - 00:12:22:24

I think you've explained what we were looking for is really to understand the relationship between the two. But you've answered that point. In the previous answer. So I think we can probably move on.

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And understand why there's some overlap. Now, think that you've responded to that point as well.

00:12:33:25 - 00:13:13:00

But yes, and it's really to ensure that there's a difference between, for example, a private right being sort of ceasing to have an effect in relation to our project, but not being extinguished outright in relation to other third parties. So if we can pulse, if we were to compulsorily acquire a private right that existed already, it would then cease to exist altogether or it belong to the to the applicant. Whereas if we only if we utilise the power in Article 23, it just ceases to have effect so that it couldn't interfere with the scheme.

00:13:13:02 - 00:13:47:15

But that right would still be belong to the right holder and could be enforced against other third parties unconnected with the with the scheme. So for to give an example, if there was a private drainage right, for example, we would be able to potentially interfere with that for the purposes of our scheme.

But that drainage right would still exist in relation to other landowners. So it wouldn't mean that they couldn't enforce their drainage rights against other people. So it's just and it tends to do that. But it's an example of how how the two provisions work slightly differently.

00:13:47:19 - 00:14:22:18

That's really useful. Thank you. So think let's move on to oh, and just wanted really to draw your attention to the Secretary of State's decision in the long field solar farm um, letter. I think in paragraph 9.3, as I've set out there, they removed a similarly drafted provision to Article 23 to see on the basis it was uncertain. And because the Secretary of State didn't agree that rights should be affected before triggering one of the formal processes in A or B, I don't know whether you plan to remove that from the development consent order or whether you are looking to have it remain.

00:14:22:21 - 00:14:27:11

But if you are looking to have it remain, I think the Secretary of State would want some further justification for its inclusion.

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Uh. Yes, we've noted that that's a fairly recent drafting change by the Secretary of State. Across a number of projects. So we would be looking to remove that to make it consistent.

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Thank you very much to any of the interested parties present. Wish to comment on Article 23 Private Rights.

00:14:48:27 - 00:14:49:15

Mr. Skelton.

00:14:51:12 - 00:15:08:22

Thank you, sir. Um. The farm tribe was the sole access to my property. Um, my property is the one being served by the by this track. Apart from the farmland beyond. Um.

00:15:10:09 - 00:15:18:09

Is obviously going to change from practically zero traffic to. Dangerous amount during construction and and

00:15:19:27 - 00:15:36:00

and maintenance. Um. He states in S.m. After that part has been faked, being consulted and just saying, no, we haven't. So. I wondered why.

00:15:41:24 - 00:15:43:23

All right. Let's respond on that point.

00:15:46:02 - 00:16:26:17

A cloud project for the applicant. And so in terms of the question, it was. What inquiries have been undertaken to establish what private rights exist. And so the private rights that were identified via the diligent inquiries undertaken by the applicant. And references are set out in the book of reference,

which is asked 015. The steps that were taken to identify rights of access are set out in sections 8.1 and 8.2 of the statement of reasons, which is dash 014 and where

00:16:28:16 - 00:17:07:13

consent is required from a landowner for for property rights, then they would have been approached as part of the voluntary negotiations and then consultation with other parties that perhaps have a property interest but don't necessarily their consent isn't required. So there's no need for an actual voluntary property agreement with them would have been consulted as part of the part of the process which is set out in the consultation report in terms of Pre-application consultation and then notification of the of the making of the of the application.

00:17:07:15 - 00:17:22:14

But in terms of the voluntary negotiations that have taken place, those have taken place with with the owners of the land rather than necessarily other parties that might have a right to use the track, for example, that's owned by somebody else.

00:17:23:24 - 00:17:29:05

Mr.. Skelton Is that is your interest in that track as an owner or as a as a user of the track?

00:17:31:03 - 00:18:08:03

So I'm Skelton resident now. I've got access over over that track in perpetuity. Obviously that track is no longer acquired track use by me solely basically in the field tractors a few times a year um is going to be an access and maintenance track. And there's been no consultation with me over the, you know, the massive change in use and continued enjoyment of access and egress to and from our property.

00:18:09:22 - 00:18:23:24

Take a second to find a correct product. Your point is that it's the owner of the track that you've been having discussions with as the applicant and that any discussions between Mr. Skelton should have taken place with the owner as opposed to yourselves. All right.

00:18:24:01 - 00:18:41:12

All right. The applicant appreciate this is very frustrating in terms of how the the hearings are sort of separated out. Obviously, topics relating to traffic impacts and those sorts of things, I assume will be dealt with in more detail at an environmental

00:18:43:08 - 00:18:57:24

issue specific hearing where we will have our transport consultants there. But in terms of these particular property rights, that that's correct. Discussions have taken place with the landowner. An agreement is reached with the landowner. The landowner

00:18:59:09 - 00:19:35:24

here is one of the is the owner of the the fields where the solar panels are proposed is also the owner of the track. And in terms of obviously consultation generally, both with with Mr. Skelton and other interested parties and obviously that's a separate. Yes, that was a separate process. And and as I understand it, there were various meetings that have taken have taken place in terms of consultation generally on the project. But in terms of the specific property rights for the track, then that discussion took place with the landowner.

00:19:36:16 - 00:19:39:01

Thank you, Mr. Project. Mr. Scott, I'm going to suggest you.

00:19:42:21 - 00:20:16:28

There are separate or there are different hearings that take place throughout the examination, and one of them is a compulsory acquisition during and then any affected parties, which I understand you are in the process, are able to come forward and explain to us what the impact of the compulsory acquisition powers are or that are included in the order are in relation to themselves. And as Ms. Broderick is mentioned, there will there may also be issue specific hearing on traffic impacts, but we'll be able to go into a bit more detail on the particular impacts that it would have on your use of the track and those.

00:20:17:00 - 00:20:42:27

Whereas today's hearing is very much around the drafting of the development consent order. And I think this project has answered the question. And in terms of the extent of the consultation that's been undertaken. So I'm going to suggest that perhaps we pick that up at one of the other hearings if you're present at that time. Alternatively, if you're not present, you could make your views known to us in writing and we will take them into account equally, whether you're making them in person or whether you're making them in writing.

00:20:45:22 - 00:21:17:12

Yeah. Thank you, sir. Yeah. Simon's golden. Um, yeah, I've used the term affected person. A affected resident. With this a correct not illegal sense, just am affected. I've never had any correspondence from the applicant saying am affected. It's just I'm affected in this case because the track will change dramatically apart from other aspects of my life.

00:21:17:14 - 00:21:19:27

But I'm just talking about the track at the moment. But.

00:21:21:14 - 00:21:29:25

You know, I've never had a letter through saying I'm an effective person. I'm just somebody who was an interested party.

00:21:33:00 - 00:21:37:21

And just having someone check your status if you could. Bear with me for a moment because don't have it. Hence the skeleton.

00:21:39:21 - 00:22:07:11

If it exists. Mr. Skeleton is listed in the book of reference. So for the the purposes of the terminology used in this process would be an infected person. For the purposes of attending a compulsory acquisition hearing, we can set out in our full summary the the communications that have been had to date, both in terms of the formal process and any other discussions that the applicant team may have had. Thank you.

00:22:09:04 - 00:22:40:29

That's helpful, Mr. Skelton. The term affected person has a specific meaning in the examination process. And as I understand it, from what this project has said, you are an infected person and you have certain rights that attached to that status. And one of them is to come forward and discuss the impact on you and the land that's affected as part of the compulsory acquisition hearing. I think we have a deadline. One, we are inviting requests from affected persons to request to be formally heard on these points. So you may wish to let us know whether you wish to be heard at that point.

00:22:41:01 - 00:22:53:18

And as said, there is a traffic or there may be a traffic issue specific hearing, environmental hearing as well. But you can expand on the particular impacts on you and your use of the track at that as well.

00:22:56:18 - 00:23:12:04

So I'm Skelton resident. Yeah, thanks for that. But I've never seen any letterhead or anything saying that I'm an infected person. So it's a bit of a shock to realize that. I am that. But yeah, thank you very much.

00:23:12:25 - 00:23:36:27

I've picked that up with the case team and I'll see if we've notified you. As part of our process. And I think Ms. Broderick has also said that in the response to today's hearing and have written summary, they'll also set out and have a look at what correspondence has been undertaken and how what attempts have been made to contact you. Thank you, Mr. Skelton. Does anyone else wish to comment on Article 23?

00:23:41:18 - 00:24:18:15

Nope. In that case, the next one is Article 49. This is just another point of clarification really to help out with our understanding. I think the statement of reasons says that a voluntary acquisition process is running in parallel with the Crown on this particular piece of land, but it states the consent pursuant section 135 will be obtained prior to the Secretary of State's determination of the application. I've got two points here. One, if a voluntary if you're looking to enter into a voluntary agreement with the crown, why would you need section 135? Presumably because you still want to keep the powers of compulsory acquisition.

00:24:18:17 - 00:24:30:28

And secondly, could you provide us an update on where you are? And actually there's a third, not just two, there's a third. Is there any reason that consent couldn't be in place before the close of the examination?

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The applicant. So compulsory acquisition powers cannot be sought in respect of Crown interests themselves and therefore a voluntary agreement is required and is being progressed. Section 135 consent is required so that the powers and the both can the compulsory acquisition powers and the other powers can be utilised in respect of Crown interest. So for example, where there is land owned by the Crown, but other third parties also have a right over that land, then in order to be able to use the compulsory acquisition powers in respect of those third parties, we need to obtain the Crown's consent under section 135 for those powers to apply to other people with an interest in Crown land.

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And we are in discussion with the Crown Estate's solicitors in relation to the Section 135 consent. We don't envisage there would be any issues obtaining it. It's a fairly standard process that applicants have to go through in order to obtain that consent. Unfortunately, they have a large number of these applications and we cannot always guarantee that the consent will be provided prior to the close of the examination.

00:25:53:21 - 00:26:24:02

We have experience of that happening. Unfortunately, on other projects. It will definitely be our intention and we will endeavour to obtain it prior to the close of the examination. But speaking from experience, sometimes that doesn't always happen. And the actual point of from the purposes of the Planning Act, it needs to be in place at the point the Secretary of State makes the decision in order to be able to include the relevant powers in the DCO. So that's the ultimate long stop date for achieving it. But we would,

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if required and if necessary, towards the end of the examination, we can explain the consequences if that Section 135 consent were not to be forthcoming for this particular scheme.

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If you could just keep us updated on the discussions between yourself and the Crown Solicitors, that would be useful and ideally, as you say, it would be in place before the close of the examination, but am aware that these things can take a bit longer in certain circumstances. So okay, if you could just keep it updated. Does anyone present wish to comment on this particular point, Mr. McBride?

00:27:00:26 - 00:27:12:04

Thank you, sir. Brightlingsea Kent Council. Not necessarily on that particular article, but other articles within this part. Part. Article 38 and 39.

00:27:14:03 - 00:28:21:27

In relation to removal of trees and hedges and trees covered by tpus. And just really, on the face of it, it appears that these articles will allow any tree to be removed within the application site. And I think it's just a concern about sort of control and balance here. Clearly, landscape and visual impact assessment has been based on the fact that there's going to be a retention of trees and hedgerows within the application site and what sort of mechanism is in place to ensure that those trees that are suppose part of that assessment are going to be retained or if they're going to be removed? What sort of controls and balances that are in place to enable, um, sort of an assessment to be made to make sure that that wouldn't then compromise the findings of the landscape and visual impact assessments.

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Thank you, Mr. McBride. Broderick.

00:28:27:17 - 00:28:59:18

The applicant did touch briefly on this point as it was raised by a number of participants at the the open floor hearing yesterday afternoon. Um, the powers that are set out in Articles 38 and 39 are deliberately broad because the detailed design of the project is not yet known. So, for example, for the grid connection works, a corridor has been sought in which the cables can be micro cited.

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So it's not known at this point in time exactly where the gap in the hedgerow will be located. So we have to necessarily apply for a power to remove any part of the hedgerow within the extent of the order limits. However, that power is limited and constrained by the requirements. So you have to read the power and the schedules and the plans in the content in the context of the requirements and also what was stated in the environmental statement, which will be taken into account when the relevant planning authority discharges the requirements.

00:29:38:29 - 00:30:42:16

So provisions relating to removal of hedgerows, etcetera will be set out in the outline landscape and ecological management plan which will need to be approved. And for example, the ecology chapter of the environmental statement sets out the assumptions that have been made for the purposes of the environmental impact assessment, and that specifies, for example, that the, um, the number of new hedgerow gaps that will be required on a permanent basis and those, um, and the width of those, um, and that gives you, um, and then also with the cable route corridor, again, it sets out the, um, the anticipated number of hedgerows and the widths, for example, up to 7.1m wide, but that's 7.1m will be located somewhere within the 50m that's been identified as being the cable corridor or up to 100m for the section.

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That 7.1m that you're referring to. Where would I find that limitation in the.

00:30:49:11 - 00:31:26:28

So it's the assumptions are set out in paragraphs 9.7. 57 and 9.7. 58 of the ecology chapter of the environmental statement. And we'll put the application reference in the in the written summary. And then when the, um, the detailed design of the scheme is been finalised, then the outline landscape ecological management plan, um, which is secured in the requirements with detail.

00:31:27:10 - 00:32:00:16

The, the specifics of the hedgerows and trees that would be affected. So that's um, requirement seven And then we've also got requirement eight as well, which relates to ecological protection and mitigation strategy. So the detail that in terms of giving the controls over the wide ranging powers and we believe that those are suitably controlled via um, the discharge of the requirements, but because we need the flexibility, the power itself needs to be broad.

00:32:01:14 - 00:32:07:01

So in terms of the schedule, I'm just trying to in that schedule reference me.

00:32:18:11 - 00:32:38:28

To schedule 13 hedgerows to be removed. So in column two, just want to make sure. Understand this. So the reference to removal of approximately 300 will just take the first one 330m of hedgerow within the area identified green. How much of that hedgerow will be removed? Is that a smaller amount than the 330?

00:32:41:10 - 00:33:15:20

That collaboratively? Yes, that's correct. Don't have the details for that particular hedgerow. But we can provide we can provide some examples if that would be of assistance. But yes, the ecology chapter sets out the total amount of hedgerow proposed to be removed across the solar sites and also for the the amount that would be affected and on the grid connection route. And that's significantly less than the total amount shown in this schedule.

00:33:15:22 - 00:33:29:24

And that's because we don't yet know exactly where, um, for example, the grid connection is going to be located. I don't know whether we can. It would be helpful to share the plan. I'm not really.

00:33:30:05 - 00:34:03:00

Understanding on this wording, and it might be that I'm. Just reading it incorrectly. But that particular entry says that you could the applicant could remove approximately 330.22m within the area identified by a green line and don't understand why it couldn't say. If you're talking about, for example, I'll just use the 7.1m example that you gave. If you're only looking to remove 7.1m, why would you why would it not say removal of approximately 7.1m within the area defined.

00:34:04:08 - 00:34:12:15

By the green line. So you could define the green line as the entire hedgerow, but limit the amount of hedgerow that you're removing to the amount that you need to remove.

00:34:18:00 - 00:34:20:00

A clever joke for the applicant and.

00:34:22:01 - 00:34:57:16

This is typically been the way that the schedules are drafted and you are required to list the whole of the schedule. The schedule is intended to list the whole of the hedgerow that could be affected. Rather than specifying the amount that could be. Removed. So the. But we can have a look at whether there's any changes that could be made to make that wording clearer. But it's there are the the plans that are discharged via the requirements that specify exactly which hedgerow would be removed.

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And just looking back to the.

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So the.

00:35:21:15 - 00:35:58:14

Right? Yes. So the the purpose of the schedule is to to identify the the entirety of the hedgerow affected. But we appreciate that this is obviously causing alarm and that it's not particularly, um, the way that the, the various powers and requirements interact is perhaps not clear on the face of the DCO. So we will have a look at whether we can make the wording on the face of the DCO clearer so that those that have raised concerns about the potential for vast quantities of hedgerow to potentially be removed will be satisfied that that's definitely not the case for this project.

00:36:16:12 - 00:36:56:18

Yes. You see, the while you've been taking us through that. I've brought up the long field solar farm this year, which is the most recent one, and think they've done this in a slightly different way. Well, say they think it's your firm as well. But in that particular development consent order it was drafted differently and think it was a bit more specific. Don't know whether you want to have a look at that at the same time to see whether something similar could be done that pins down or limits the extent of hedgerow. Because I can see that based on on the drafting as it currently stands with schedule 13, it does seem to suggest that you are able to remove 330m of hedgerow, but from what you say, it might actually be a significant amount less.

00:36:58:22 - 00:37:39:23

Yes, that's correct. And the the plans are secured by the requirements to limit that power. But we will definitely have a look at making that that clearer and whether, um, whether the approach taken on other projects, um, can be used. And it may be that we might need to be slightly different for the solar array areas compared to the grid connection, which is obviously much longer and has the interrelationship with the other projects. So we do have an areas where there are, um. All full projects may well have cabling and therefore different scope of flexibility might be required for those sections compared to sections of the cable where it is this project alone.

00:37:40:04 - 00:37:43:09

Yes. If you could just give us some clarification on that want.

00:37:45:09 - 00:37:50:03

Thank you. Think I've seen a hand up from 7000 acres of Miss Gilbert?

00:37:54:03 - 00:37:54:20

Discovered

00:37:56:29 - 00:38:29:17

by Stoke Parish Council and did actually, in one of my written representations, call up 278 think it is which is located on Thorpe Lane. This. This particular hedge is actually. Not it's not part of the access. It's not a part of the solar farm. It's just a hedge. On its own. So I'm just wondering why would that particular hedge.

00:38:30:05 - 00:39:01:02

There are and there are several like this where it's not forming a boundary to the solar panels. It's not forming a boundary to any access. It is literally on its own. I don't know why you would actually want to remove that hedge in any part. There is no specification saying why that hedgerow in particular. I happen to just know that particular area very well.

00:39:01:17 - 00:39:09:01

Why? That would have to be removed. This must be a problem across the entire project.

00:39:12:03 - 00:39:18:27

Thank you, Miss Gilbert. That's an important hedgerow, as understand, it's listed in part three of the consent order.

00:39:20:19 - 00:39:22:18

So did you say zero seven? Eight?

00:39:24:08 - 00:39:25:26

278. Apologies.

00:39:40:15 - 00:39:42:15

I know it's not listed as an important hetero.

00:39:44:03 - 00:39:48:23

I'm not saying this is not important. That's not to indicate. It's just in terms of how it's defined within this.

00:39:48:25 - 00:39:51:14

I'm sorry. It's 275275.

00:39:51:16 - 00:39:54:08

Oh, well, that's two above. So it's. It's in the same place. So thank you.

00:39:59:03 - 00:40:22:11

Now, we're not necessarily going into the detail of hedgerows today because this is on the drafting of the development consent order. So and this project, I'm going to ask you if you could take that particular point away and come back to us with an explanation as to why that hedgerow requires removal. And you might at the same time, while you're looking at the extent, perhaps give an indication of the extent of removal that would be looked at.

00:40:26:00 - 00:41:08:02

Clever. Yes, we can look into that particular point in more detail. I guess it's just to reiterate that it is a it is a general power that is sought and then that power is restricted via the management plans. And there may be a variety of reasons why they might need to be some interaction with a hetero rather than necessarily its complete removal. For example, access for abnormal loads might require hedgerows to be trimmed or cut back, and so there could be a wide range of different reasons why a particular hedgerow has been included, which might not be immediately obvious given their approximation to the actual solar panel sites, for example.

00:41:08:04 - 00:41:17:09

So highway accesses is one of the reasons, just isn't it, just as an example for the purposes of today. But we will we can look into that particular hedgerow.

00:41:17:19 - 00:41:26:19

Thank you very much. I think Ms.. Gilbert mentioned it yesterday. And so if you could give it to her, maybe give you some comfort as to what their intentions are on that particular hedgerow.

00:41:29:18 - 00:41:31:07

It. Mr. Parker. I'm sorry.

00:41:32:03 - 00:41:32:19

It's Mark.

00:41:32:21 - 00:41:37:09

Pryor. Mr. Pryor, Do apologize. Mr. Pryor. 7000 acres isn't correct.

00:41:37:11 - 00:42:22:15

Yes. Thank you, sir. This touches upon a couple of the points we made in our submission. So Articles 38 and 39, we agree with Mr. McBride. They seem to be very wide ranging. Giving the applicant the opportunity to take out any hedge or tree they wish. And we agree that those powers should be constrained because as it currently stands, the residents will find it hard to assess the impact on their views and things because the worst case is all of them will be removed.

00:42:22:17 - 00:42:54:02

So we do need more detail on which parts of which hedge might be removed. Also in the applicant ecology plan, what have they assumed in terms of the hedges? Have they assumed a worst case which they should do under a Rochdale envelope? In fact, that all are being removed? Or have they assumed that? Just a certain portion? Because that is not clear.

00:42:54:05 - 00:43:35:05

And the second point really is on the wording and again, throughout the the wording at times is quite loose. For instance, requirement 7.2 states, the landscape and ecology management plan must be substantially in accordance with the outline landscape and ecology management plan. Now the word substantially. Is wrong because what does that actually mean? Do they have to be 51 compliant? Of 51% compliant or 99% compliant, Surely they should be fully compliant.

00:43:35:07 - 00:44:06:02

So words like substantially should be removed from the draft DCA. The final point is really a more general one. We need to make sure the is completely watertight because during the open days that the applicant held, they were quite open to the fact that if they did achieve DCA, they would sell on the project.

00:44:06:05 - 00:44:24:05

So the applicant might say at this point we will remove 7.1m of hedge, but the will permit the undertaker to remove the complete hedge. So we do need more detail and we do need the detailed pin down.

00:44:24:24 - 00:44:56:27

Thank you. Thank you, Mr. Pryor. I definitely take on board the points that you've made and think Ms.. Broderick has already responded that further detail is going to be forthcoming. I will pick up on 1 or 2 of those points myself. The first one is the wood. Substantially. That is that is a normal drafting convention in these types of documents. And the reason being that it says it's substantially in accordance with the outline landscape and ecology management plan. So the outline plan is in outline form.

00:44:56:29 - 00:45:28:18

And what it's trying to do is to ensure that the applicant complies with what they've already said. So the word substantially is in there to ensure that when they submit the landscape or the final landscape and ecological management plan to the local authority for approval under the requirement, it has to

accord substantially with what they've put in front of it as part of this application. If we were to remove the word substantially, it would indeed make it easier for the applicant to deviate from the outline plan, as I understand things.

00:45:28:20 - 00:45:30:23

Ms. Broderick, would you like to respond on that point.

00:45:31:28 - 00:46:11:01

Of the applicant? Yes. The terms of stance is to take into account the fact that at this stage in the project the detailed design is not known and therefore there there will be significantly more detail in the final plans that are submitted for approval than their currently is in the outline plan. So the actual final plan will be more restrictive on the on the undertaker and it will also take into account the best approaches and technologies that that exist at that point in time, which, given the length of this process, could be a couple of years from now.

00:46:11:03 - 00:46:51:12

So if it were to be completely in accordance, that wouldn't allow the final plan to contain more detail and it wouldn't allow it to be the most up to date version. So it's actually of benefit. Otherwise you would end up being fixed with a plan with quite high level principles in it. Whereas the final plan will contain detailed restrictions. For example, when we're talking about hedgerows, it's that detailed plan that will specify the particular hedgerows that are being removed, whereas at the moment that level of detail isn't known where particularly on a on a length of hedgerow, the gap will be located.

00:46:51:24 - 00:47:23:28

And I just wanted to reiterate the point that that the DCO, because of the requirements and the way the requirements restrict development, it does not give the undertaker the ability to remove all of the hedgerows. The amount of hedgerow that will be removed does need to be approved by the relevant planning authority, and that needs to accord with the impacts that have been assessed in the environmental statement. So there isn't the freedom that perhaps the drafting of the articles might suggest.

00:47:25:00 - 00:47:35:20

Thank you, Mr. Broderick. And would you like to respond on the point in terms of that? Mr.. Pride Raised in terms of the worst case scenario being assessed in respect of hedgerows in the environmental statement?

00:47:36:28 - 00:47:48:18

Pet project? Yes, the worst case scenario has been assessed in the environmental statement. The worst case has not been. However, the complete removal of all hedgerows, because that is not the intention for this scheme.

00:47:49:26 - 00:47:52:23

Thank you. Mr. Price, did you have anything else to add?

00:47:53:06 - 00:47:53:24

No, sir.

00:47:54:12 - 00:47:58:18

Thank you very much. Does anyone else wish to come in on on any of this point, Mr. Skelton?

00:48:01:26 - 00:48:24:18

So I'm. Skelton thinks. Yeah. Basically when I look through schedule 13 and the associated maps, it's because it's an enormous list. It's it appeared to me that it was well I'll say every hedge within the confines of the were listed and it's full length listed.

00:48:26:03 - 00:48:59:10

Um, even though there's no way it's going to have a hole in it for a cable or access or anything like that, like Mrs. Gilbert said. It just lists every hedge with the proviso we can do something to it if they want to. It even lists the hedge on my property on the front boundary, which there's no way on earth it's going to be torched. Can't understand why it would ever be considered. And also the important hedgerow up the side of my property which provides early shielding from the solar potential solar farm.

00:49:00:00 - 00:49:28:29

Um, so in my opinion, that schedule 13 is just a carte blanche listing of all the hedgerows and their entire lengths. And I do believe that I do understand that they're not going to take every edger out. That'd be ridiculous. But it's sort of why list every hedge and every length of hedge If you're only going to take out what say only if you're only going to take out specified length for access. It just seems a bit over the top.

00:49:29:24 - 00:49:54:08

Thank you. Thank you, Mr. Kaplan. Think we've covered that point. I think this project's coming back to us on in the written submissions that the applicant will put in at deadline one and hopefully we have have a bit more detail as we move forward through the examination. If we have any follow up queries, we will we'll put them to the applicant on. At the relevant time. Anything else on these points on item five? Generally.

00:49:57:18 - 00:49:58:17

Anyone online.

00:50:02:15 - 00:50:10:03

Yep. In that case, let's move on to item six. And this is schedules one, two, nine and 17. We may not cover all of those schedules.

00:50:12:25 - 00:50:44:08

Nope. We've got time for all of those schedules all in there, actually. So schedule one, authorized development. Um, Miss Broderick. I think the first one here is to do with the upper storage capacity of the battery energy storage system. I understand the grid connection agreement is 600MW and understand the point about not capping the generating capacity to take advantage of the technology and just want to make sure that does the same point carry through really to the battery storage that they are.

00:50:44:18 - 00:50:52:27

They are aligned. And so if the generation capacity of the solar panels increases, you'd be looking for the flexibility for the battery storage to increase alongside it.

00:50:55:16 - 00:51:31:27

The applicant? Yes, they're the same reasons for not imposing an upper limit on the storage capacity are the same as for why we are not seeking an upper limit on the generating generation capacity of the of the solar panels. We've set out the reasoning in power 1.4.4 of the explanatory memorandum that specifically relating to the solar panels, but the same the same point applies to the storage and that's on the basis that we don't consider an upper limit to be desirable or necessary for planning purposes.

00:51:32:14 - 00:52:21:08

The parameters that have been assessed for the scheme under the environmental impact assessment are set out and that provides the consent envelope in terms of the sort of physical parameters of it. And we don't consider that as a reason to limit the electrical output capacity provided that the facility itself conforms with the the physical parameters that have been assessed and are secured in the DCA. We believe that there are same advantages for not imposing an upper limit on capacity, as you mentioned, in terms of taking advantage of technological improvements that may emerge before construction, provided that obviously those technological improvements accord with the parameters that are secured.

00:52:22:02 - 00:52:22:18

Thank you.

00:52:23:15 - 00:52:40:18

I think one of the points that's been raised by interested parties is in relation to the in relation to whether the energy storage system is associated development or whether it's a project within its own right. I wonder if you'd like to come back on that point.

00:52:42:29 - 00:53:10:25

The clever trick. The applicant. Yes. We've set out both in the explanatory memorandum and also in the Statement of Need, which is reference app dash 350. The reasons why the applicant considers that the energy storage facility meets the requirements of associated development under the test of the Planning Act.

00:53:12:05 - 00:53:12:24

Thank you.

00:53:17:07 - 00:53:20:14

Did you want to expand on any of that, the hearing this morning?

00:53:23:10 - 00:53:41:09

That the applicant don't have any further technical detail to provide. And obviously the expert who authored the statement of need is not present at today's hearing. But from a from a legal perspective, we are satisfied that it meets the required tests for associated development.

00:53:42:23 - 00:53:56:19

Thank you. And you'll be aware, no doubt, that the secretary of state has taken different approaches on different solar farms. So we have some where there is no upper limit and others where there has been an upper limit imposed. And just wondered if you wanted to comment on that.

00:53:59:00 - 00:54:20:10

The applicant. We can't comment on why a cap was agreed on the Little Crow solar Farm project, but there are a number of examples where there hasn't been a cap on the energy storage for Hornsea four offshore wind farm project that's recently been granted, for example, has included no cap on the capacity of the energy storage.

00:54:21:02 - 00:54:23:03

Thank you, Mr. Pryor.

00:54:24:22 - 00:55:12:01

Thank to Mark Pryor for 7000 acres just to pick up two points there, and I'll deal with these in writing, but just to put down a marker. So stated development should not apply to the import to the best from the national grid because that requires additional switching and systems. But we will submit written evidence on that. The second point is the best should be capped because there are safety requirements linked to the size of the Bess, such as the cooling water, the need for bonding, holding tanks and things like that in the case of their battery thermal runaway.

00:55:12:07 - 00:55:21:25

But again, we will put those in writing. I'm just making this comment now. So there's a marker that we do not agree with the applicant at this point.

00:55:23:01 - 00:55:27:16

Thank you, Mr. Pryor. Miss Broderick, would you like to come back on any of those points?

00:55:28:25 - 00:56:06:17

Claire, The applicant will be responding in detail to the relevant representations that have been made on the point or anything further. I would just say in relation to safety requirements, six of the schedule two to the draft requires a battery storage safety management plan to be submitted and approved for that element of the scheme. And obviously any any changes in technology would need to be in compliance with that battery safety management plan or the applicant would need to seek to amend that plan under the provisions in the DCO.

00:56:06:19 - 00:56:14:17

So safety and regardless of the capacity of the storage is is secured and covered by requirement. Six.

00:56:15:22 - 00:56:49:18

Thank you. Mr.. As you've mentioned, battery safety management. I'll just touch on a small point in it's on the consistency of the drafting and it happens on a number of requirements. We have different documents being referred to in different ways. And just to give you the example, under requirement six, we have the battery storage safety management plan in two, and then we have the battery safety management plan in four. And it happens on a number of different documents and wonder if when you do review the for the next deadline, you could go through and just have someone check that there is consistency in how these documents are referred to.

00:56:51:25 - 00:57:09:28

That. Yes, we're definitely do that check. No, that that relates to, um, another point later on the agenda in terms of double checking that all of the plans that are referred to have made their way into their schedule documents to be certified so that that that check will be done as well. Thank you.

00:57:10:22 - 00:57:17:15

Does anyone else wish to come in on schedule one authorized development on that impact on that particular point? Because we we do have another point.

00:57:19:01 - 00:57:29:01

Yeah. And then the next one is project is scheduled one and final paragraph. I don't know if we did we touch on this earlier.

00:57:31:06 - 00:57:32:08

Think we might have.

00:57:34:26 - 00:57:49:17

Caption, but it's the final paragraph in schedule one and the extensive lists of further associated development that's listed after week number 11. So you have your extensive list. And then after that, there's a further associated development and.

00:57:51:09 - 00:57:55:12

Immediately after it and wonder if you could perhaps explain the reasons for needing that.

00:57:57:21 - 00:58:29:21

Project that we did expose briefly touch on the on the concept when we were discussing the definition of it, associate the authorized development, but not not on this particular point, but it largely follows the same principle that we've obviously tried to list all of the types of associated development that might be required for a scheme of this sort in the list that follows the the numbered work numbers 1 to 11, but it is not

00:58:31:10 - 00:58:54:25

intended to be an exhaustive list. There is a recognized that because the detailed design has not been finalized, that there may need to be other works that would constitute associated development. However, the scope of what those works can be is limited by the final sentence which requires the work at.

00:58:56:15 - 00:59:29:09

Only to be included so long as they don't give rise to any materially new or materially different environmental effects from those assessed in the environmental statement. So there is a limitation on what could fall within that category of further associated development. I would list that there has been precedent in other energy use for this type of wording, including Southbank Energy Center, Riverside Energy Park Order and Immingham, Open Cycle Gas Turbine and the Drax Power Generating Stations Order.

00:59:29:11 - 00:59:39:04

So for energy projects with grid connections is a fairly standard wording, albeit not it's not included in all of the DCS.

00:59:40:05 - 01:00:06:26

Yes, and think that goes back to the discussion we had earlier, that it is in some of the energy, but it's none of the solar. And when you take this final paragraph along with what comes before it and the definition in Article two, there's quite a lot of ambiguity into what is being permitted in my view. I wonder if you could just have another look at that. I think in Cleveland it was not there, it wasn't in Little Crow and it was removed during the long field examination as well.

01:00:09:20 - 01:00:31:04

That coverage. Yes, we can have another look at that point in the context of also the definition of authorized development. But yes, I guess the only point would mention is that it's not entirely unrestricted. It does it is limited by the types of works that were assessed in the environmental impact assessment. So there is there is a restriction on it.

01:00:31:25 - 01:01:09:08

And I think my other two points really would be that what precedes it is quite extensive and that lists that's included after work. Number 11 is quite lengthy. And so I suppose we have wondered what else could possibly be included in view of what's already included. And then my other point, I think you mentioned when you referred to the last part, that it does not give rise to any materially new. But actually what it says here is that they're unlikely to give rise and that gives further ambiguity as well. So it might be that I want to give some further thought to whether or not that includes further ambiguity and open things up.

01:01:12:14 - 01:01:20:14

Check it for the applicant. Yes. We'll have another look at the wording in the context of both the definition of authorized development in the schedule.

01:01:20:23 - 01:01:34:14

Thank you. Does anyone else wish to come in on schedule one? The works. And on the. Lots of teams. No. In that case, let's move on to schedule two.

01:01:39:03 - 01:02:01:05

I'm starting with the requirements. This project I'm going to start with a general point here, and that's whether or not the consent should be limited to the time timescale assessed in the environmental statement. We don't see any timescale for the consent in the. And so. I'm assuming there isn't one, but if there is good use, signposted or otherwise justify its absence.

01:02:03:13 - 01:02:47:00

That's the applicant. You're correct. The draft does not include a time limit. It's noted in the draft and three, which is national policy statement three in March 2023, paragraphs 3.10 .56 and also 3.10 .140. The applicants can seek a consent for a solar insert project that does not include a time limit, and it cites that at paragraph 3.10 .137 of the draft three that the Secretary of State should ensure the outline plans for decommissioning the generating station and restoring the land have been put forward.

01:02:47:16 - 01:03:27:25

An outline decommissioning statement does form part of the application documents and that's AP 338 and decommissioning of the solar project when when it ceases to generate is secured by way of requirement 21 in schedule two and for the purposes of the environmental impact assessment and assumed operational life of 40 years, it has been used. This time period is based on the current anticipated operational life of solar projects and the assessment of decommissioning effects in the environmental statement has been undertaken on this basis.

01:03:28:09 - 01:03:28:24

And.

01:03:30:11 - 01:04:21:09

Whilst the applicant is committed to commissioning the scheme once it's no longer in usage. Given the possibilities of technological advancement during the lifetime of the scheme. A time limit for this particular scheme is not considered to be necessary based on the environmental impacts that have been identified via the environmental impact assessment. And whilst it's noted that some of the solar projects have included a time limit, it's definitely not a typical inclusion in other types of energy generating projects for example, gas fired power stations, but also the recently granted Boston Alternative energy facility does not include any form of time limit on that consent, and the environmental impact assessment was undertaken on the basis of an estimated 25 year operational life.

01:04:21:11 - 01:04:34:12

But there was no requirement to then limit the time time limit the consent to match the assessed time period in the environmental statement. You won't find that in any of the other energy.

01:04:36:29 - 01:04:40:01

Thank you. I think the point that we're we're.

01:04:41:17 - 01:05:16:09

Exploring, I suppose. Yeah. Or examining shows whether the Yes has assessed a worst case scenario and it might be helpful if I give an example of where, where we coming from. So chapter 19 of the Environmental statement, it states that around 1100 hectares of agricultural land will be used, but only around 30 hectares will be lost permanently. And it does this on the basis that the remainder, as understand it, will be a long term effect but reversible and presumably because the panels can then be removed and the land reinstated and.

01:05:18:15 - 01:05:50:22

What we have here is a time thought is is an application for a consent. It's not time limited. And so we don't know that in 40 years of time that those panels will be removed in the land reinstated. But the yes is based on that. And as we discussed earlier on, there is potential for all of those panels and some of the battery storage to be replaced ad hoc throughout the development. And as a result, we could end up in 20 years time with the development that potentially could last for 60, 80 more years. But that hasn't been assessed, as I understand it, in the.

01:05:50:24 - 01:05:51:11

Yes.

01:05:56:17 - 01:06:28:26

Just in terms of as a general point, there are a deadline. One, there will be some updates being made to Chapter 19, just in relation to some of the assumptions about permanent loss of agricultural land. There were some errors in it, but which will be corrected. So just wanted to flag in terms of the the amounts of land that were identified as being permanently lost were incorrect. So it's less than it's less than that. So that's just a flag that that's been corrected for deadline one.

01:06:28:28 - 01:07:01:17

But think what the point that we're making is that the the scheme at the end of its operational life will be decommissioned. So there is that commitment to decommissioning. However, in line with from an environmental impact assessment perspective, we have assessed the likely lifetime of the project and we've just assessed the likely time period when decommissioning effects could take place. And that's entirely in accordance with the approach taken with all other types of energy generating facility.

01:07:01:19 - 01:07:46:01

So from a concept in terms of not having a time limited consent, but assuming an operational life for a facility for the purposes of environmental impact assessment, we believe the approach taken is appropriate and compliant. What is a different point think that you're making is. To what extent in the planning balance? Do you take into account the fact that the scheme may not be decommissioned after 40 years? Precisely. And and therefore, in terms of considering the impacts on agricultural land, which is not a matter for today's hearing, but, you know, the fact that there isn't a time limit would potentially have an impact in your consideration of the planning balance or the impacts for the project.

01:07:46:03 - 01:08:04:26

But that doesn't mean that the way in which we've undertaken the environmental impact assessment is incorrect. It's entirely appropriate and has been done on many schemes to assume an operational life for the purposes of the environmental impact assessment exercise. But you don't then find those consents being time limited.

01:08:05:16 - 01:08:30:04

No, if you if you compare to a gas fired power station, the impacts of that in terms of the impact on the site itself is somewhat different to these ones. And as I understand it here, part of the the the applicant's case is that the agricultural land that's being taken would be reverse or the impact on that land will be reversible, as would, for example, the impact around minerals and waste. But.

01:08:32:03 - 01:08:54:17

As I understand it here, your temporal assessment is taken into account for 40 years, but potentially based on what we discussed earlier with the idea of maintenance, it could be up to 100 years or it could be permanent. And what we're trying to understand is, have you has the assessed all of the impacts on a permanent basis or has it assessed them on a temporary basis?

01:08:56:20 - 01:09:01:09

Because reversible appears to suggest that they are being considered as temporary, not permanent.

01:09:03:00 - 01:09:24:05

And if the applicant believe there's a difference in the use of technical terminology here in that we stated that that the scheme will be decommissioned at the end of its operational life. We are not

suggesting that it is temporary for a prescribed controlled period of time. That's the approach that's been taken.

01:09:24:10 - 01:09:56:03

And understand that you're not saying that the I do understand the distinction, but. What I'm what I'm getting at is that the impact and the effect and the or the Yes have been considered on a temporary basis or a permanent basis, not whether or not the development is temporary or permanent, because clearly it will be decommissioned at some point. But your assumptions in the are that it will be decommissioned in 40 years time. But as we understand it, it could be there in a hundred years time.

01:09:56:22 - 01:09:59:29

And so how does the take account of that that difference?

01:10:07:26 - 01:10:28:00

And if it says it to some extent, links to requirement 21 as well, that there is no requirement to decommission within a certain time scale. So it's not it's not just about whether or not we put a time limit on the consent, but whether or not there's an obligation to decommission within the timescales assessed in the US or some other timescale.

01:10:29:15 - 01:10:55:16

That the applicant think we're going to perhaps come back in writing on this because what's been assessed for each individual environmental topic, um, may differ. So I don't want to stay statement that perhaps has a nuance between environmental topics. All I would say is that it is correct and in accordance with

01:10:57:10 - 01:11:07:18

the production of environmental statements to assume an operational lifetimes for the purposes of. A facility which is different to whether we have

01:11:09:04 - 01:11:11:28

made the conclusions on on

01:11:13:21 - 01:11:53:24

the basis that it definitely would be decommissioned at 40 year point, which don't believe we've done but haven't got all of the chapters in front of me to confirm that for every single topic. So if perhaps we come back on on that point in terms of giving you the satisfaction that the environmental impact assessment has correctly assessed the project, which is a different point to whether or not it's appropriate or whether there are justifications for a time limit being imposed is a different matter as opposed to the validity of the environmental statement, which I think is the point that you're trying to make to clarify whether the environmental statement correctly assess the impacts of the scheme?

01:11:54:00 - 01:12:25:12

Yes. And I would think that the assumptions in the environmental submission think your approach, what you're saying about the approach to the assumptions of a whatever the lifespan is, that assumption, it has to be based to some extent on the likelihood of how long that project will stay. Same place. You wouldn't assess it on a 20 year period if you knew that there was a possibility of it

being there for 60 or 80 years. It's based in something, so I suppose it would be helpful if we could understand what the basis of the 40 years is here.

01:12:25:14 - 01:12:54:12

I'm assuming, and we're maybe incorrect that that's on the lifetime of the panels. But then that just brings us back to the discussion we had in terms of maintenance, where the lifetime of the panels under the could be extended considerably. As for the battery storage on an ad hoc basis and. As the TCO operates. Based on our discussions today. You could potentially have a scheme that lasts for 100 years but has only been assessed on a 40 year basis, or would that not require the environmental statement to be updated?

01:12:57:17 - 01:13:04:17

Yes, we note that note the concerns that you've raised, and we'll respond in more detail on those particular points.

01:13:04:19 - 01:13:38:00

Thank you. Thank you. And I just wanted to draw your attention. I think you referred us to paragraph 3.10 .56 and 3.10 point. I think it was 40, if I've got it correctly. Of the draft three, I just also like to refer and draw your attention to paragraph 3.10 .141, which also mentions that the time limited nature of a solar farm or a time limit is sought as a condition is likely to be an important consideration for the Secretary of State. I wonder if when you respond, you might wish to take that into account as well.

01:13:39:08 - 01:14:01:01

To the applicant. Yes. That that we are aware of that provision. And also that does depend on the impacts of a particular project. And some some projects may well need to impose a time limit in order to mitigate certain impacts. And therefore not all solar projects are the same. Yeah.

01:14:01:05 - 01:14:01:24

Appreciate that.

01:14:04:12 - 01:14:13:05

And I think that's the point. It's made in 3.10 .142, where it refers to landscape and visual effects, potential effects on heritage assets and nationally designated landscapes.

01:14:16:06 - 01:15:02:24

Does anyone else wish to come in on this point, Mr. Shaikh? I can see you've got your microphone on. Thank you, sir. Lindsay District Council. So I don't think I need to labour the points, but we entirely agree. Essentially the concerns that you've expressed in that the is temporarily limited to a 40 year period. So going beyond that would be going beyond the environmental impacts that have been assessed as part of that was part of that, and notably any reference to the operational lifetime. It is problematic where the definition of maintain is so broad because as you've already raised, it would in essence allow the replacement in perpetuity of the panels, which means that there is no end date on it and it is then considered potentially to be permanent as opposed to temporary.

01:15:02:26 - 01:15:14:25

So we would suggest and agree that the requirement, the relevant requirement 21 on decommissioning should have and no longer than 40 year clause in it. Thank you. Mr..

01:15:16:26 - 01:15:23:05

The project will give you the opportunity to come back, but think you'll probably say what you've already said, that you'll come back and write in, so. But I'll give you the opportunity anyway.

01:15:25:26 - 01:15:41:01

Yes. Thank you. Believe the points raised a similar to the points that we've been discussing. I'm not sure we agree with some of the the references to the having been temporarily limited, but we'll come back in writing on those particular points. Thank you.

01:15:41:08 - 01:15:43:28

Thank you very much, Miss Gilbert.

01:15:46:03 - 01:15:47:20

How Gilbert Stone by stone

01:15:50:01 - 01:15:58:24

not to labor the point any more than it already has been. But this scheme has been sold to us as a temporary measure.

01:16:00:21 - 01:16:03:28

What exactly? How long is a temporary measure?

01:16:06:22 - 01:16:19:28

Thank you, Miss Gilbertson. Think that's a similar point to the one that's already been made. And Miss Broderick will be coming back on that unless she wishes to do so again now. But I'm not. Anyone else like to. Ms.. Mr. McBride.

01:16:20:29 - 01:16:40:05

Thank you. Samuel McBride, Counsel. I'm sure I'll be corrected if I'm wrong on this, but the other solar schemes in Lincolnshire, I'm sure that they started off with a unspecified time limit and certainly thought the Mallard Pass and Kate Burton that they're now

01:16:41:26 - 01:17:20:03

looking at the 60 year Commission. So just looking at some sort of consistency which is happening with the other examinations. And just in terms of one of the schemes that was mentioned in terms of other energy schemes, the Boston Alternative Energy Facility, and as it's in Lincolnshire, it's one that was involved. And I think just to, I suppose set out some differences there, that is for the building on an industrial estate, which you would normally don't think require a sort of temporary period for a for a building given its permanency on an industrial estate.

01:17:20:05 - 01:17:25:10

So there might be some sort of differences in that particular scenario to to this one.

01:17:26:04 - 01:17:31:12

Thank you, Mr. Chair. That gives us some context there. And again, it's the same point, Ms.. Broderick.

01:17:33:17 - 01:18:03:09

I suppose the additional point though, is and think you did mention earlier on in the hearing that you are looking to have some consistency in approach between the scheme and the other schemes that are being examined at the present time. To understand what Mr. McBride is saying correctly, he's saying that in those schemes there have been changes in respect to the point that we're making and that now there is a time limit in some way, shape or form being added to the consent order in some of the other schemes. That might be a point that you wish to consider when you before you come back to us.

01:18:05:04 - 01:18:13:22

Yes, the applicant is aware of the time limited nature of being put forward for the other schemes. So that point is noted.

01:18:14:10 - 01:18:23:13

Presumably if you want to maintain the position that there is no need for time requirements on this one, then you'd be able to distinguish between this scheme and those.

01:18:25:00 - 01:18:35:11

I collaborated with the applicant. Yes, that's correct. It would be a case of setting out why the particular impacts of this scheme are different from potentially the impacts of those schemes.

01:18:35:24 - 01:18:39:26

Thank you very much. Is there anyone else who would like to come in on this point?

01:18:42:14 - 01:18:44:25

Anyone on the on Microsoft teams.

01:18:50:20 - 01:19:10:11

We may return to it briefly when we get back to Climate 21, but think we've probably covered most of the points that we need to in respect of that. It's now 1:00. I think it's probably time for us to take a lunch break. And when we come back, we'll continue with the requirements. But is there anything anyone would like to raise before we adjourn for lunch?

01:19:12:29 - 01:19:26:22

No. Well, thank you all very much. I'm not sure if there are any facilities here for lunch, but let's take an hour just in case You need to go off site and we'll adjourn. Now. It's 1:00 and we'll resume at 2:00. Thank you.