

TRANSCRIPT_EASTYORKSHIRE_ISH1_SESSION1_21052024

00:00

All right. Good afternoon, everybody. It's now two o'clock. So we'll open this issue specific hearing, which is into the draft development consent order, often shortened to DCO for property purposes. And this is in respect of the East Yorkshire solar farm development. Can everyone hear me at the back and throughout the room? can also confirm a Simon road at the back there that we're live streaming? Good. My name is Simon water. I'm the examiner appointed by the Secretary of State to examine this application. You'll also hear my role referred to as the examining authority. If I could just pause at this point, is there anyone here this afternoon who wasn't here this morning? Right. Okay, well, I'll just go through the formalities briefly for so that everyone is aware of what what needs to be done. Please put your phone to silent or turn it off. Toilets are away on the left hand side there. The Fire Escape is on that sides turn right and around the building to the flagpole at the front of the building. Just to say, depending on how quickly we get through the agenda, today, we'll take a short break around 330. And if we're still going at five o'clock, unless we can wrap up fairly quickly. We'll adjourn and resume again tomorrow morning. We're undertaking this in a hybrid way, which means some people are in the room with us. Some people are on Microsoft Teams. But I still try to make sure that everyone gets a fair crack of the web in terms of being heard. There will be a recording of the session today. And that will be put on the national infrastructure website as soon as possible after the hearing is finished. So with that in mind, again, as I mentioned this morning, please ensure you speak clearly into a microphone stating your name and who you are representing each time before you speak. The microphones do have an off button, please turn the microphone off, unless you're actively involved in the discussion at that time. If you're not at a table with a microphone, please wait for one to be brought to you need to make the point about the ins planning inspectorates privacy notice which was provided in the notification for the hearing. And I'm proceeding on the basis that everyone has familiarise themselves with the documents because it does establish how personal data of customers is handled in accordance with the data protection laws. Again, if you have any queries about that Simon robot at the back of the room is the person to speak to. There wasn't an updated agenda for the meeting, which was published on the national infrastructure planning website. And it will be helpful to have a copy of that available to you. Though I think this afternoon the applicant is going to be responsible for putting documents up on the screen. So perhaps the agenda will be the first one to begin with. That said the agenda is for guidance only and there may be other issues or considerations as we progress. And I will aim to conclude the hearing when all the relevant contributions have made been made questions asked and responded to. If the discussion can't be concluded in the room today, we may have to prioritise matters and defer to written questions. But we'll come to that on an item by item basis. Likewise, if you can't answer a question or require additional time, it may be that you will need to respond in writing for that. Moving on then to the purpose of the hearing. The draft development consent order is a important documents. If consent is granted the final DCA would control what will be built and how it will be controlled. However, this hearing is being held on a without prejudice basis. So in essence, what that means is even if your

permission is that development, consent should not be granted. And therefore the Secretary of State should not make the DCO you can still make representations in this hearing on the drafting of the DCO without consent In your wider position should the DCO be made ultimately, this is all important for my role as the examining authority because I'm under a duty to provide the Secretary of State with the best possible draft DCO, even if I end up recommending that the TCA should not be made. This is because if I did not decide the I don't I don't decide the application, I make a recommendation to the Secretary of State, and she will make the final decision. So even if my report to the Secretary of State word to recommend that the DCO should not be granted, I still have to append a draft DCO ensuring that sec, the Secretary of State can make the order if she wishes to do so. Moving on then to introductions. As with this morning, I'll ask those participating to introduce yourselves. In a state your organization's name, could you please introduce yourself starting with your name, who you represent and the agenda item you wish to speak on? You're not representing an organisation please confirm your name and summarise the interest you have in the application and the agenda item that you wish to speak on. Moving on then, perhaps we could ask the our I can ask the applicants to introduce his or her team and who will be leading on this element.

06:39

Thank you and good afternoon sir. My name is Amy Sterling am a Senior Associate Solicitor at Pinsent masons and I will be representing the applicant team today. As with a friendly meeting, I'm not expecting anyone else from the applicant team to have to speak but if they do then they will introduce themselves at the appropriate time.

07:03

Mr. Reynolds from the North Yorkshire Council are you intending to speak this afternoon?

07:12

Good afternoon at Northridge Council Michael Reynolds Senior Policy Officer for infrastructure and my colleague Jenny time and he was the assistant principal planning officer. We would speak as and when required. Thank you.

07:29

I'm not sure whether Miss Marshall from East Riding of Yorkshire Council is attending virtually I can't see her name on the screen. Don't think she is okay. Moving on then understand Bill Simon's from the recent internal drainage board.

07:51

Yeah, good afternoon everyone. My name is Bill Simon's on the clock to the o's and Jones internal drainage board. I probably wish to talk on Article 16 and also protected provisions when they are covered on the agenda. And thank you

08:08

and Mr. Tucker I understand is joining us virtually is the area planner for the canal and river Trust

08:15

Fund Thank you Mr. Mr. Water find that we might wish to discuss points on agenda item three. It's more probably just to confirm points raised by the applicant. Thank you

08:39

Mrs. Beckett. I think you were down to the speaker I'm not sure whether we covered all your matters this morning or whether there's anything more you wish to rise

08:52

Okay, fine. In that case, Mr. Field would you like to just briefly outline what you intend to cover this afternoon

09:03

it's just one item it's the item owes its scheduled to requirements 18 The funding for decommissioning

09:20

okay

09:27

is there anyone else in the room who wishes to speak? Yes.

09:35

Thank you, Mr. Chairman Anthony and Siva Scott Warren, Howden residents, general comments on items 2789 and 11.

09:48

Those are the items from the

09:51

on the principal issues list. Yeah.

09:53

Were you here this morning we had a direction on The principal issue? Yes. This has to do with the development consent order? How do you want to participate?

10:14

In that case, I think we've made well,

10:17

I just like to say I'm on for instance, nine, seven, this is our call

10:34

Can I just clarify that concerns regarding, for instance,

10:41

our physical and mental health issues are not to be discussed now. That's right, this hearing is to do with the the legal document called the development consent order, which if the consent is granted will be the thing which controls how the scheme is or the the scope of the scheme, and how it is controlled. So there are a number of legal and technical matters within that there will be an opportunity for other hearings, currently scheduled for the second week in July, where all other matters, environmental matters, matters of human health, including mental health will be discussed and the agenda for that will be issued in due course. And you'll have an opportunity to speak at that point, there will also be an opportunity should you so wish to have what's called an open floor hearing. People can speak on any matters, which may or may not have been covered by other issues, specific hearings. So there will be during the course of the examination, ample opportunity to discuss those matters. In a hearing, in addition to the written process of submitting written representations and known you're very welcome to do that, is where as well, or instead of participating in the hearing, so please don't think just because these are not matters that we're covering today's agenda, that matters, which aren't going to be covered during the course of the examination is just the the way the examination is structured, puts the the development consent order first on the list, that doesn't mean it's more important. It just means that if we get unpacked, established early on in the process, okay, thank you.

12:39

Anyone else wishing to speak either in the room or on teams?

12:51

Okay. In that case, we'll move on to item two on the agenda, which is the structure of the order. And it will be helpful, I think, to provide some context if the applicant could start us off, just by giving us a summary of the structure of the order, describing the extent of the works, the provisions and the power sorts, briefly introducing each of the schedules and their purpose and providing a brief summary of any changes which will be made following the application. Can I pass over to you, Mr. Allen to do that?
Thank

13:29

you, sir. Mr. Sterling on behalf of the applicant? Yes, there's draft DCO is drafted as in the form of a Statutory Instruments so it is drafted as a piece of legislation. It is comprised of six parts with 14 articles and 16 associated schedules. Part one is the preliminary part of the draft DCO. It sets out what the order may be cited as and when it comes into force. And Article Two sets out the meaning of the define terms used in a new order. Practice. dcl contains the principal powers for the scheme to be developed, constructed, operated and maintained and contains provisions relating to this act an application and modification of legislative provisions, which I'm sure we'll come on to the relevant agenda item. Part three contains provisions relating to streets and public rights of way. Part four contains supplemental powers, such as the discharge of water protective works to buildings and the authority to serve the land. Part five deals with powers of compulsory acquisition, including powers of composed acquisition of land composed acquisition of rights and land and temporary use Parris. Part Six of the draft DCO contains miscellaneous and general matters, including the ability to transfer the benefit of the order and in relation to trees and hydro provisions. And it also gives effect to various schedules which are appended to the draft DCO taking the photos and Turn shedule one describes the authorised development for which consent is sought. sheduled two sets out the requirements which are the

equivalent of planning conditions, which will apply to control the development shedule three contains a list of local legislation which the applicant is seeking to the supplier in respect of the scheme sheduled 48 contain more detail in relation to the streetworks and public rates if we provisions which the applicant applicant is seeking shedule name details the land and the rates, the land and respect of only which rates can be acquired and details such as right shedule 10 makes consequential amendments to legislation to ensure appropriate compensation is payable, where new rights and land are required. Schedule a living provides detail of the land over which only temporary possession can be taken. sheduled 12 contains a list of documents and plans to be certified by the Secretary of State for the purpose of the order. Sergio 13 makes provision for arbitration. Chapter 14 contains protected provisions for the benefit of various statutory undertakers shedule 15 contains the deemed to mean licence and shedule 16 contains a procedure for the discharge of requirements under sheduled. Two in relation to the changes which have been made to the draft development consent order from the application to the procedural response to Section 51 advice, the applicant updated these your requirements level to ensure that it was clear that the construction Environmental Management Plan which was to be submitted must also include reference to a site waste management plan. It will also changes to sheduled 48 to reflect updates to the traffic regulation measures plans and various document names and errata which had been picked up and then by the planning and filing spectra in the section 31 face was also updated. I propose to leave it there so unless there's any other particular points related to summarise.

17:09

Perhaps just to say a little bit more about what's the application consists of a brief description of

17:17

me selling on behalf of the applicant Of course, I am apologies. So, as mentioned the description of the authorised development is in sheduled one to the draft dcl it is split into a number of works packages, which are then referenced to a set of works plans which control the location of where those works can be placed. Works number one is the solar p as the solar PV infrastructure. Work Number two are the two project substations work number three is the work to lay the 132 KV electrical cables from the project substations located within the solar PV site to the Drax National Grid substation. Work Number four is interconnecting cable characters between the solar PV and project substations work number five is construction and decommissioning compounds. And work number six is work to develop and operation and maintenance building, including demolition of existing structures. Work Number seven is watch to facilitate access to the scheme. And work number eight is ecological mitigation land, including areas of habitat management.

18:27

And just to be clear, as Mr. Ling says each of those works is related to an area on what's called a works plan. And that's all part of the application to be considered. And all of that information is available on the National Infrastructure website for this particular project. So if you have any concerns as to the extent of the scheme, that's the place to go to look for it. And again, as was discussed this morning, that the proposal to have a battery as part of this proposed scheme has been taken out and doesn't form part of the thing which will be examined this afternoon. Right, shall we then move on to Item three on the agenda, which is the discussion points.

19:30

And these are the matters, which I've identified as being suitable for discussion at this afternoon's hearing. That doesn't mean that that's everything that will be considered as part of the examination of the DCO because as I said, this is also a written process. And there are elements which will be dealt with by in writing into calls. And again, that exchange between myself and the applicant and anyone else who wishes to participate. You will have an offer Unity to comment on everything that is being said, being written, I should say. So moving on then to Item three, and the first one, these are again, these are taken in the order that the DCO is set out. That doesn't necessarily mean that the first item is any more or less than the others. It's just a convenient way of, of listing them. item to a then is the interpretation clause under Article two, and one of the things that it does is defined something called permitted preliminary works. And my question is, how would they be secured having regard to the definition of commence in the DCO. Because that definition excludes permitted preliminary works, on the face of it, at least, would therefore allow these works to be carried out before the controls and mitigations in the order come into force. And the scope of those orders is fairly extensive. So what I'm looking for from the applicant is some reassurance that there will be controlled through the DCO of those preliminary works.

21:31

Anything on behalf of the applicant, your understanding of the way that the definition of commands and permitted premier works, is indeed correct, and that the purpose of the definition of permit to permanently works and excluding it from commands is that the permitted permanent arrest can be carried out without the need to discharge the various management plans which are secured by requirements and shedule to the rationale for that is that it's considered disproportionate to have to discharge all of those pre commencement management plans before the relatively natto works which are forming part of the permitted Pany works can be carried out. So for example, it's considered disproportionate to have to discharge your construction traffic management plan prior to carrying out for example, environmental surveys and removing plant and machinery. There are however, two exceptions to this requirement, eight fencing and other means of enclosure provides that for the purposes of that requirement, the definition of commence includes permitted preliminary works, meaning the applicant would have to discharge requirements eight before commencing those works. The second exception is requirement 10 in relation to archaeology, and that provides that for the purposes of that requirement. The definition of commands includes any interest of archaeological surveys, which are part of the permitted permanent works, meaning the applicant wouldn't be able to carry out any interest of archaeological surveys, without discharging requirement in respect of those works. The form and structure of the primitive primitive works and the exclusion of commands. And indeed the exceptions of fencing in archaeology are fairly standard and reflective or doing when the cleave Haussler, Park order, and along fields are far more thorough water. The African isn't currently aware of any concerns by any specific consultees alone and discussions with Nacho North Yorkshire council before this hearing, the African understands they're considering the scope of this permitted permanent watch provision and whether there are any other requirements they would like to apply to those works. And if those are identified in due course, we would, of course be happy to consider those.

23:48

I think my concern was the the definition of permitted preliminary works covers quite a few activities and activities beyond those which will be the subject of requirements, eight and 10, for example, and that therefore, there needs to be some mechanisms, some reassurance that there will be control over those other elements of the permitted works through the DCO process. Haven't heard from East Riding of Yorkshire Council on this as yet and I'm sure that may come up but that's okay. That doesn't override the concern that I have that something the some further reassurance is required. So given the scope of those preliminary works,

24:44

okay, starting on behalf of the Afghan just to clarify the answer. Are you looking for some of the requirements to apply to their permit it really works or some other form of planner, or

24:58

haven't got a fixed idea? err about how it's to be achieved. But I do think that something does need to be added to the DCO to ensure that there is a control over those works which fall in. And it could be that it's a additional requirement. It could be it's an amendment to the other requirements. But there needs to be something to make sure that those works are controlled under the DCO.

25:25

Any selling on behalf of the accident, no problem. The point is understood, we'll take it away. We'll review a broader scope of of recent deals and see if there's anything and those which may be helpful. You think your suggestion perhaps have a specific requirement in respect of just diplomatic friendly works may be the way to go. But we'll provide an updated deadline one. Thank you.

25:52

Mr. Reynolds, I don't whether it's something which is crossed your radar whether you have anything to read.

26:00

Michael Daniels, North Yorkshire counsel, how our position was as summarised by the solicitor for the applicant we had, it was drafted as we had become accustomed to. And we considered that there might be some times when we wanted to look at the individual requirements and see if we wanted to address it again. That way, we're happy with the way with the way forward.

26:20

Thank you. Anyone else got anything to add on that before we move on. Next item then is the Article Six, which is the application and modification of statutory provisions. And there have been concerns raised in a number of relevant representations regarding the DIS application of certain statutory provisions. So essentially, what this means is that the development consent order, because it is a piece of legislation, potentially gives the applicant the power not to comply with other pieces of legislation. And therefore, if that is the case, that needs to be understood, justified, and in some cases, protections put in place. And we'll come on to something called protected provisions in due course, which is the means by which the DCO substitutes if you like the controls, which were in the original legislation for controls within the DCO. Specifically, in this case, the Environment Agency was concerned with the

discipline application of environmental permitting powers dealing with flood risk, because it considers that the flood risk activity permit should be included in the consents and agreements statements. It's particularly concerned about the horizontal directional drilling under the grip of zeros and ones, which it sees as a high risk activity. And the Environment Agency also has concerned about flood management assets and the monitoring required. So perhaps we can start off with understanding whether any further discussion has taken place with the Environment Agency, since it's submitted to relevant representation and and where we stand with agreement or otherwise there,

28:30

me standing on behalf of the applicant. And yet without looking to speak for the Environment Agency unconscious, aren't here. We understand that this is the environment agency's holding position as it were until it properly engages with the protective provisions. We have sought to engage with environment agencies and have submitted the relevant representation, but unfortunately, haven't been able to do so. So we welcome that engagement when they're able to. We are aware that the Environment Agency has only very recently agreed to this them this application on the basis of substantively the same protective provisions for other schemes. So we see no particular reason for this scheme, that there would be a concern. We would also like to draw the inspector and the interested parties attention to the recent government pre application guidance, where the governor has specifically not the ability to embrace everyone on planning consents within the DCO and makes the point that much less use of this provision has been made and the government intended. And in that guidance, the government makes the point that the presumption should be that the body has been asked to agree to the DIS application is expected to make every effort to agree to it and should only object with good reason and after careful consideration of reasonable alternatives. So we are seeking to engage with Environment Agency on that basis. As I said, we see no specific reason for this scheme that we won't be able to obtain that concern? I think it's just a matter of timing, sir.

30:05

So do you anticipate that the the answer to this or the answer that will come back from the Environment Agency is to do with further work on the protective provisions to ensure that their concerns are dealt with in that, in that process,

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and Mr. Lynch on behalf of the applicant, again, not wishing to speak to the Environment Agency, my experience on other schemes has been that once the Environment Agency is content with the form of protected revisions, we are then happy to give their consent to the DIS application.

30:51

Rights moving on, then the canal river trust also had concern on this point. And it relates to on a long list of legislation to be disapplied under sheduled, three of the DCO I won't read them all out, but they are acts and various provisions going back as far as 1798. So quite a very bunch. Mr. Tucker, do you wish to pick this point up?

31:25

Yes. Simon Tucker from Mark. I remember trust. Yes, the applicant has since shared the contents of the legislation which we've reviewed. One of the only one of the legislation potentially could affect is which the Bluefruit bridge act 1925. We've provisionally agreed wording with the applicant for Article Six G to address that. And we understand that's going to be submitted at headline one, then the revised DCO.

31:59

So, at the time you submitted the relevant representations, you hadn't seen her legislation, but you've now had an opportunity to

32:09

That's correct, yes. Okay. Thank you.

32:15

From the applicant squads, have you anything to add on that?

32:18

Anything on behalf of the applicant? No, Article Six, one G will be updated at the day and want to confirm the NHS application of the legislation and schedule three is only disapplied. And so far. So insofar as it does not impact on the operation and maintenance of the river is as a navigable river. And that wording has been agreed with the canal and river trust and also has precedent for some recent schemes which have just completed examination and similar circumstances.

32:56

Okay, presumably, that will come out in your submissions that deadline, ones that we understand, or I understand what has been agreed between yourself and the and the river trust. Anyone else have any concerns or questions about the application or modification of statutory provisions, little bit dry and technical? No, but it is important that the controls appear somewhere either in the DCO or in the original legislation.

33:39

Next, then, we move on to Item C on the agenda, which is the power to alter the layout of streets. And here I'm looking at the justification and scope of the power. Perhaps we could take in fact, we could take Item C and D together, D relates to article 11, which is the temporary closure of streets and public rights of way. The powers conferred by these articles is fairly wide ranging and could potentially affect people going about their daily business in terms of the alteration of streets and rights of way that people use on a regular basis. So in this case, I'm looking for the applicant again to provide some further justification for the scope of the power in particular the number of alterations and whether any, there has been any explanation of the potential to rationalise, for example, the number of access points into the sites to to reduce the the scope of this power. And perhaps you could also address the question of whether clause three in Article Nine should include a time limit for the restoration of any temporary alterations

35:07

in the styling on behalf of the applicant, I can certainly talk you through the purpose and rationale of the provisions or if it's a detailed explanation of the access points and why each of those is required. We don't have our transport expert expert here today. So we'd have to take that away invade? Well, I

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think that that's one of the things which you know, perhaps, raise it today. But I appreciate you not going to be able to deal with it, but at least it's been raised and you can take it away and see whether there is the potential just to to scale back on the scope of the the alterations which are required.

35:44

Thank you, sir. And so Article Nine is the power to alter the layout of streets. And Article Nine is a more modern provision and is a feature and most if not all, development, consent orders granted to date. It allows the permanent alteration of layout of streets specified and shedule, five of the DCO sorry, in part one of schedule five of the DCO. And it loads the temporary alteration of layout of streets of the streets identified in column two of part two of shedule five. And that has to be carried out to in accordance with those protections and article 10, which means that the permanent alteration of streets has to be carried out by the Undertaker and maintained by the Undertaker, for a period of 12 months from completion before handed to the highway or street authority. And in respect of any temporary alteration to any maintenance of those temporary or alterations has to be at the expense and under the control of the undertaker. The purpose of the provision is to allow the undertaker to carry out works to streets to facilitate access to the skin. So for example, this may include altering the curb level, or removing street furniture to facilitate abnormal both access for example, and elevation to the article 11 that relates to the temporary closure of streets and public rights of way. So this is in relation to streets where the undertaker may not need to carry out any works to the street, but it doesn't need to control the street for so for example, if an abnormal load has been is transporting the transformer for the onshore substations to site, it, there may be a need to close a particular street or a public right of way at that time, to ensure the safety of the public and to ensure the safety of the scheme as well. And again, each street and each public right of way, which is affected by this article is specified in a relevant part of one of the art shadows to the dcl along with the reason that that particular closure is required. All of that being said, all of the powers, which are in all parts of the DCO. So, articles eight 910 1112 13, are all subject to the requirements. So the undertaker will be controlled in issues of streets and endless traffic movements by the construction traffic management plan, which is ultimately approved by the local planning authority and in respect of which our framework has been submitted into examination. In addition, any closure or diversion or management of public rights of way, is also controlled by the public rights of way a management plan, again, to be approved by the local planning authority, again, in respect of which are free and work has been submitted into examination for consideration. So whilst the powers on the face of them could appear very broad, those are controlled by by the requirements and ultimately subject to further approval by the local planning authority in respect of your final release, or in relation to whether Article Nine three should have a time limit. I will need to probably take that one away a little, I think, article 10. Three provides that the streets have to be maintained for a period of 12 months, which I presume means that they have to be restored but I would just need to take the drafting or so I'm not I'm not entirely clear on that myself.

39:44

A couple of points that we'll come back to on that. You in terms of Article Nine? Yes, there are a list of streets which to be altered, and they're set out in one of the sheds yours, then Article Nine two, then goes on to say without prejudice to the specific powers conferred by paragraph one. But subject to paragraph three and four the undertaken may for the purposes of constructing, operating, maintaining the orthopods development, alter the layout of any streets. And without limitation on the scope of this paragraph, The Undertaker May, and then goes on to a series of specific activities. So accepting that the the power is required, and the sheduled set out where the power will be applied. I think my concern is that article two then almost says, well, in addition to all of that we can do anything we can do all these other things as well, in that thing, that's probably where the scope of the power is. All my concern is regarding the scope of the power. Okay,

41:06

me standing on behalf of the applicant? Yes, sir. There is a subtle difference in the Article Nine one lists those streets that can be subject to street works without seeking a separate consent from the street authority, I'll be subject to the construction traffic management plan and public rights of way management plan, whoever subparagraph two, as you're absolutely correct to note does apply to any street. However, subparagraph three says that the powers in subparagraph two can't be exercised, unless with the consent of the street authority, which in all honesty would be the case anyway, if you had to seek separate streetworks consent from the from the streets authority. So it's, it's more just putting into one place a situation that would otherwise occur, and making sure that even if streets which are not identified and that relevant shedule do have to have works to them, the street authority content that has to be obtained, but the construction traffic management plan and public rates of the management plan would also apply in those instances, almost providing more protection, that there isn't a carte blanche power to go and carry out any other state works, that approval has to be obtained.

42:17

Understood. If the power is specified in a schedule, then anyone who has an interest in it will know which Street is involved and where the power could be invoked. If it sits outside of schedule, and it's just any streets, then that introduces an element of uncertainty on the on the part of people who are potentially affected, that their street could be affected, but they won't know until the works actually take place.

42:58

In the Sterling on behalf of the applicant, yes, LPs the street authorities responsibility as the street authority to control the works within their area. We're not aware of this being an issue and any other scheme that just in this level of uncertainty is unfortunately, a necessary consequence of no detailed design at this stage and the necessary evolution of the scheme. We're happy to take this away. And again, just have a look to see if there's any other comfort having a look at other JCOs that may be provided them that regard your point as Understood, sir.

43:30

Well, thank you for that. And the other point was in relation to Article 11. Under the temporary works, you mentioned that they may be required if there's an abnormal load, I can understand that. Would it therefore be appropriate to adapt article 11 to refer to those instances where there is potential for

temporary works to take place. So again, it's limiting the scope of the power to those actual the instances where they are, it's required for a particular justified purpose, rather than having a general undefined or less defined power.

44:19

Me standing on behalf of the applicant that shared Joe's and noting the provision in paragraph one subparagraph one sorry, the shedule referred to in subparagraph D that work has been undertaken, which is how the schedules have been arrived at the applicant has looked at all of the streets and the public rights of way, which may be affected by the scheme and listed those in each part rather than part of the shedule. So those two will cover so far. So we'll read at this time, the relevant closure temporary closures or management that may be required, again subject to the public rights of way a management plan

45:04

So, just

45:05

so I understand that what you're saying is that the list of streets which are in the schedule attached to Article Nine, have been has been arrived at based on the purposes for which temporary closure or alteration may be required. Me

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standing on behalf of the applicant, yes, so there has been as a transport assessment carried out, and the hope is not you know, every street and every public right of way within the order limits without a lot of thought has been applied as to what particular wax we may be, we may need to carry out. And that's where my extended the knowledge of the nature of the wax in respect of each street and public right of way sort of ends. But we can obviously take away if there's anything, we might be able to provide some further information in writing as to why each particular closure, and maybe required

45:58

will, if you could look into that that will be that will be useful, I'm sure.

46:11

Any other comments of articles nine and 10, which still are 910 and 11, which deal with the power to Ultraman can temporarily close streets and public rights of way.

46:39

Now case, we'll move on to Item II, which is the use of private roads, and weather. Again, this is a point which is similar in principle to the one I made previously, the private roads which this power applies to should be specified in the order so that the landowners who are affected are aware of it and have the opportunity to comment on on the power

47:07

is telling on behalf of the applicant. Yes. So having reviewed the position, we're happy to update the street rights of way and access plans at the headline one to show the location of the private roads which will be subject to this power.

47:31

Thank you for that. Next one, then is article 16, which concerns the discharge of water. And hear concern has been raised in relevant representations regarding the scope and oversight of the article. Specifically whether article 16 should be subject to concern for the canal and river trust with regard to the river ruse. And I think while Mr. Tucker can speak for himself, but I think it's a question of whether the article should refer to maintained as well as identify as Mr. Tucker, do you have anything to add?

48:24

Yeah, we've we've, we have been in discussion with the applicant about the protective provisions in the DCO, which we do consider, however, that the protective questions that will be submitted at deadline one will cover this point because they do require our consent to undertake for their for discharge of water to the river ruse. So we're we're satisfied that that does address the concern we originally raised. That if the applicant wants to clarify that as well.

49:05

When he interviewed Miss Snelling,

49:06

me standing on behalf of the applicant? No, sir. I'm just happy to confirm yes, we have agreed to form of protective provisions with the canal and river Trust, which we understand has just confirmed results this concern and those will be submitted in the updated draft DCO at deadline one in relation to this whether the wording should say belonging are maintained by I think that was actually a comment made by Mr. Simmons in the in the is in Riverdale and IDB. Again, we have subsequently discussed this with Mr. Simmons and his colleagues outside of the hearing and understand the Arlo satisfied with the wording which says or under the control of a gene age authority, and that those protection provisions for drainage authorities which are included in the DCO would apply in those instances, but I'm sure Mr. Simmons can confirm

49:56

yes, because Gemini can conclude that we have reached agreement And so that one. Yeah, it took a bit of clarification, but we got there. So thank you

50:11

thank you for that. We then move on to another part of the DCO, which is compulsory acquisition. And in this case articles 20, and 22, which deal with the application of land and rights, and the extent of powers sold over Crown land. In the book of reference, which is the document which sets out all of the lands, which is proposed to be acquired compulsorily or temporarily. There are two plots of Crown land included in that. My understanding of the mechanics of the DCO is that by virtue of article 20 inclusion of Crown land in the book of reference means that it's subject to compulsory acquisition. We can perhaps come on to article 49, and what that implies, but the Planning Act, which is the overall piece of

legislation, which governs national infrastructure projects, says that Crown land can't be the subject of compulsory acquisition. So I think something needs to budge either in terms of the inclusion of those plots in the book of reference, or in the way in which article 20 is draft.

51:55

Me Sterling on behalf of a applicant. Yes, we can certainly look at article Well, taking us back a second. Article 20 refers to the proposed acquisition of land the applicant isn't seeking any compulsory acquisition of land ie the freehold over either of the plots, which the Crown Estate has an interest the Crown Estate has an interest in Port 18 103, and in respect of mines and minerals, and then plot 21 141, which is freehold of the riverbed of the river is these are shown on sheet 18 and 21, respectively, of the Crown land plan, asset as in shedule, nine of the draft DCO, the African is seeking permanent right to lay cables, and these plots only, and so only article 22, or Part Five is engaged, you are entirely correct, that we cannot seek to compose or acquire rights in land, which belong to the Crown state or any other crown body. We can, however, seek to compulsorily acquire rights in the land in which the Crown has an interest so long as they consent to us doing that. And that is what we've done. And it's a fairly standard process for for offshore wind projects and more recently solar. So, we are seeking the crown estates consent under Section 135 of the Planning Act for the powers which we have sought in the DCO. We have most recently engaged with the Crown Estate solicitors on this around 10 days ago. And I understand they're considering the application and the provision of that section 135 consent, as only article 22 is engaged. Article 22. Seven provides the necessary protection, and that it says the article is subject to article 49 crime rights. And as you're alluding to earlier, so article 49 specifically provides that nothing in the order of prejudicially affects any rate of the crime. And so the necessary protections are in place. So just Just to recap, two areas dotted around a little there. The Planning Act doesn't allow you to compulsorily acquire rights of the crowd, but it does allow you to compose or acquire third party rights and Crown land with the Crown estates consent and that is what we're seeking to do.

54:28

So the, the the rights that you are seeking to acquire is not a right held by the Crown. It's a right held by another body on behalf of the ground and that's why section 135 whichever one it was, it comes into play. You Is that essentially your position?

55:02

Me standing on behalf of the applicant? Yes, are we not seeking to acquire any Crown Estate rates we're seeking to acquire. So for example, if someone had a right of way over the land in which they held, this would allow us to potentially interfere with that rate of waves for the purposes of carrying out this scheme. And it's not our rate held by the Crown Estate, but that requires the current estates concern. And so we're seeking that consent under Section One D five, okay.

55:32

Perhaps you could set that up in a little bit more details just so that I can understand the relationship between the crown itself and the the boys which hold the rights and how that relationship

55:45

is telling on behalf of the applicant no problems, I will do that for dead they want.

56:13

Moving on then to and this is another element of article 22, which is the compulsory acquisition of rights and the justification for the power to impose restrictive covenants over all of the land, which is subject to article 22. There are caveats in relation to this, I understand in terms of article 22 and article 2910. But there is also what appears to be relevant judgments by the Secretary of State's in a previous DCO the blanket if you like acquisition of all to impose restrictive covenants isn't proportionate. i There is a reference in the agenda to the particular DCO which is junctions three to 12 of the M for selling, would you like to set out your position there?

57:24

Can you stay on behalf of the applicant? Yes, sir. Thank you, we have reviewed the M four motorway decision and indeed the applicants draft DC or there were submitted for the examining authority and Secretary of State's consideration and consider that that scheme and this scheme can be distinguished. The approach we have adopted for the ACO for these Yorkshire scheme follows the approach which the Secretary of State has found acceptable, and the Cliff House solar farm order and the long field solar farm order, both of which are more recent schemes being granted in 2020 and 2020, respectively, whereas the aim for motivated decision was in 2016. However, putting that aside, the increase in practice, probably on the back of that decision has to be more specific as to the nature of the restrictive covenants which may be imposed. In the draft Do you feel we do have a list of rights in schedule nine, which include the restrictive covenants, which may be imposed. And these include, for example, the restriction and removal of the erection of buildings or structures over the cable corridor to ensure the integrity of the tip, the cable is maintained. Having gone through the application documents with the M four and waterway, that level of specificity wasn't provided by the applicant. And it appears that they sought the right to impose restrictive covenants for any reason relating to permanent access from inspection and maintenance of a bridge. So that level of specificity and a schedule wasn't provided. And we understand that the basis that the Secretary of State decided not to grant the power of restrictive covenants. However, as mentioned, the approach we've taken to provide that level of specificity has been accepted on more recent colour schemes.

59:15

So when you say that the M four scheme and this are distinguishable, distinguishable because the current scheme has a level of specificity? I can say the word which wasn't presents in the info

59:33

schema styling on behalf of the applicant? Yes, that is correct. So we're happy to provide the examples and writing in our post the post hearing submission. So you can see how the approaches differ that will

59:46

be useful Thank you.

59:59

Right Since 2004, item II, which is article 20, through one going back to the private rights I've set out there my in the agenda, my concern about whether the consideration of rights and restrictive covenants should be removed from that article. Given that it appears somewhere else. This is essentially a drafting point. If you've got an answer now then fine. If that can, if you want to come back to me in writing on that. It's fairly dry and technical. So can

1:00:34

you selling on behalf of the applicant? I do have an answer for you, sir. Yes, the data we've got here is from the longfield solar farm order, but as in reviewed the comment and looked at previous schemes including cliffhouse solar farm order, we agree with you, I think the previous drafting and the Cleito solar farm module was cleaner. And so, we can agreed that in the next version of the draft dcl, we will delete the words or of the right of the benefit of the restrictive covenant from that part of the article.

1:01:13

item J concerns articles 34 and 35, which relate to the benefits and transfer of the order. And amongst the powers is the power to transfer the benefit of the auditor to a holding company, also a subsidiary of the Undertaker, without the consent of the Secretary of State. And I concern is whether there is sufficient assurance given through that process, in particular with regard to the the liability or the ability to pay compensation in respect of compulsory acquisition matters by that holding company or that subsidiaries. So, I'm looking for further reassurance on that point.

1:02:06

Me standing on behalf of the applicant Depositions are is yes, that is sufficient reassurance, drafting of the DCO. Article 47. One of the DCO requires that I guarantee return to bomb security, and a format of mind, which is approved by the Secretary of State is in place before the undertaker can exercise certain powers under the DCO including those of compulsory acquisition. And Article Two One of the DCO defines Undertaker as a chakra shoulder from limited or any transfer you have the benefit of the order pursuant to Article 35. What that means is if the benefit of the order under Article 35 was transferred, that transfer it would fall within the definition of Undertaker and therefore wouldn't be able to exercise the powers of compulsory acquisition until that acceptable security had been provided and approved by the Secretary of State under Article 47 one.

1:03:24

Let's go to let's come back to the article two which is the list of definitions and just go back over that. How the listener the definitions ensure that holding company or subsidiary are caught by the same requirements under Article 47 as the undertaker itself,

1:03:54

me selling on behalf of the advocate absolutely this becomes to the definition of Undertaker, which is included in Article Two One an undertaker means East Yorkshire solar farm limited and any other person who has the benefit of the order and accordance with Article 34 or article 35 consent to transfer the benefit of the order, meaning that if consented, if any the benefit of the order was transferred in accordance with Article 35 Which is what we're discussing at the moment. That person that transferee would be caught within the definition of Undertaker and therefore subject to the controls throughout the

dcl but specifically including Article 47 One and the requirements for security in place before exercising compulsory acquisition powers

1:05:00

Please bear with me while I scroll through the dclg sound I can understand that properly.

1:05:44

I think I understand that in terms of how articles 234 35 and 47 meet together

1:06:02

what I'm still not sure about is the power under 35 three b

1:06:19

which allows the transfer to a holding company or subsidiary without the consent of the Secretary of State. Just walk me through that in a little bit more detail.

1:06:36

Me starting on behalf of the applicant. Yes, article 35 sets out the means and mechanisms through which the undertaker who is currently the applicant for the DCO candidate transparent release the benefits of the provisions of the order to another party in the normal way that is normally done with the consent of the Secretary of State with this subject to some exceptions, which are listed in the DCO, which do not require prior consent and approval of the Secretary of State. And that includes where the transferee is a licence holder under Section six of the Electricity Act. So for example, if there were a distribution or transmission licence holder, consent wouldn't be required. And also we've added in provision as to whether or not they consent wouldn't be required if the transferee or lessee was a holding company or subsidiary of the undertaker. But that's not to say that he wouldn't fall within the definition definition of the Undertaker, that transfer would still take place. It just wouldn't require prior consent of the Secretary of State followed that.

1:07:50

What Why does that exemption which allows that transfer to take place without the consent of the Secretary of State? Why does that need to be applied in the case of the holding company or a subsidiary, subsidiary company.

1:08:07

Amy's telling on behalf of the applicant is hello is for ease of corporate restructuring within the applicant and the group company to allow the race of the DCO to be transferred. And and sort of normal college of business without having to seek that that administrative consent, noting that in a transfer, you would be subject to the entire controls of the DCO as they would be an undertaker spell that the Secretary of State's consent wouldn't be necessary. In those circumstances. However, he or she would be notified within the rest of the provisions of the order.

1:08:45

I can certainly understand how it would be appropriate from the point of view of the corporate structure of the of the Undertaker and related companies. But my concern is with the DCO and the controls it provides and and whether the Secretary of State should have the power to do Georgia the power to transfer the benefit of the order without the consent of the Secretary of State I'm still quite can't quite make out why that is required for on the basis of a public facing if you like point of view in terms of making sure that everyone is consent in contents, that the controls are in place that there would liability for any compensation is in place and balancing that against the the corporate needs of have you undertaken

1:09:57

any selling on behalf of the applicant? You're Concerns are understood. It's our position that a will in no circumstances, the Secretary of State could be satisfied that sufficient controls were in place. Because the transfer it would be bound by all of the requirements and the requirements to put security in place and everything else was discussed. But nevertheless, we can consider whether or not there's any further contract.

1:10:23

controls are in place by virtue of other elements within the DCA, which we've just described. Why does the exception need to be in article 35, three B.

1:10:41

The controls are which are in the DCO would apply whether or not consent from the Secretary of State, the transfer is required. So they're sort of two separate matters. So the undertaker can transfer the benefit of the order and the normal way, and either consent from the Secretary of State as required or consent of the Secretary of State isn't required. But regardless, when that transfer takes place, the person to whom the benefit is transferred to will be subject to all of the controls and the DCO.

1:11:14

Okay, I'm not sure we're going to bottom this out this afternoon. Perhaps if you could make that part of your post hearing submission and give that some further consideration.

1:11:25

Any selling on behalf of the applicant? Yes, no problems.

1:11:35

Yes, Mr. Field.

1:11:39

This is one that confused me. I don't know if I'm allowed to ask questions. But if it's a very quick answer, maybe you couldn't do it. And if you asked me and I'll, yeah, okay. It's just had the law works with these ownerships and transferring things because I was thinking, let's suppose a DCR is awarded to, and it is the company name, East Yorkshire solar farm limited. Let's suppose boom, was to sell that company name to some third party. This is still the property of East Yorkshire solar farm limited so that you wouldn't need to do a transfer. It wouldn't be affected by this, whether the Secretary of State's

interested or not, because the East Yorkshire solar farm would still be the beneficiary of the order. So there's no need to make a provision that the Secretary of State has to be involved. Did I explain that? No, I didn't explain. I can see him, I recognise an expression. There's a company name that the person who gets the DCO is the company with the name East Yorkshire solar farm limited, yes, this appears from the language but I'm just getting my lead legal stuff on is that if they said, well, let's sell this order, or give it to somebody else as a holding company, as a subsidiary or whatever. It seems to be that there's another process where you just sell the whole company to somebody else. So you don't say, Aesop's a solar farm has subsidiaries or superiors, we just sell it to some American company, whatever. Nothing has actually changed, because the DCO still remains with the original company name. So they wouldn't have to be any provision to get the Secretary of State involved in or not involved you the the issue doesn't arise. It's only if you decide to say, I want to keep the name, East Yorkshire solar farm limited, but I want to relinquish the DCO provisions to somebody else. Yes.

1:13:38

Well, I'll let Miss Sterling answer that my understanding is that if that were to happen, then they would still be regarded as the Undertaker and therefore subject to the the same requirements or controls as yours, The Undertaker who own the name in the first place, but now mister wanting to come back there as well, me

1:14:06

standing on behalf of the applicant? That's correct, sir. I mean, in the normal way, there is often transfers and, you know, dealings and consented projects by way of a development consent order. I think it's important to note that the way that the JCL was drafted, you know, planning permission, and we did, by virtue of section 1561 of the Planning Act normally runs with the land, and actually the applicant has overridden section 1561 of the Planning Act to make the development consent order personal to the applicant, and then adding additional provisions a to seek the consent of the Secretary of State except in very limited circumstances, to actually transfer the benefit of that order. I mean, I'm happy happy to accept all this out in writing and our proceedings submission. So and over See those will be available online for others to review to ensure they understand the process. Yeah,

1:15:04

I think well, that's understood. I think that the special circumstances in in the case of GCOS, such as this one is that there is compulsory acquisition and therefore a liability on the undertaker to make payment for compensation for that compulsory acquisition. And that clearly wouldn't apply in the case of a an ordinary planning consents. But Mr. Feodor, you consent that an answer is at least on its way, even if it's not entirely

1:15:42

it? Yes, thank you for asking. I can't say I understand, but it's addressing the issue.

1:15:46

Thank you. The next point also concerns article 35. But hopefully this is a little bit more straightforward. And it's simply a case by case of whether the marine management organisation who would be involved

if there was a deemed marine licence, whether they should be notified under this article, where the deemed marine licence comes into play.

1:16:19

Me selling on behalf of the applicant. Yes, sir. We are happy to amend the article the next deadline to include a requirement to the marine management organisation of the transfer of benefits related the deemed relicence. Having reviewed the possession for the healing. We note that a similar request was made in relation to the west Burton solar DCO and that drafting was provided into that examination which appears fit for purpose so we will adopt for this one.

1:16:56

We then move away from compulsory acquisition to the lopping and topping and trees and the removal of hedgerows. And at the moments this power allows trees beyond the water limits to be subjected to lopping, tapping and felling. And the question is whether these powers should be limited to those trees within or encroaching on the order land. And those words I think, have been used previously and reflect the advice note from the planning Inspectorate

1:17:42

and Easterling on behalf of the applicant has diverged near any part of originate from the model provisions and aren't granted DCLs. However, you know, we're happy to amend the wording because in this instance, we would only be seeking to use the power and respect of hedgerows and trees which the boardroom we were proposing sodas within or overhanging which is wording which has been included on several dates or DCLs, which have just been in an examination and recently concluded.

1:18:19

Thank you for that.

1:18:27

The second element of this is article 39, which concerns tree preservation orders. And whether the trees affected should be identified specifically in the shedule. And again, that's so that the the powers are well defined, and so that anyone with an interest can know exactly which trees or hedgerows are affected

1:18:55

in this day misspelling on behalf of the applicant and other easy ones are yes, that's no problem we are reviewing the TPO is within the order limits and any which we would like to be subject to this power will be included with Alicia Jo to the DCO at the next deadline, if indeed we find there are no TPO specifically, that actually do need to be subject to this article, then we will remove the article

1:19:29

we're now on to Item M on the agenda, which concerns the procedure of in relation to approvals under Article 46. And whether the eight week period for approval is appropriate. Perhaps I could ask Mr. Reynolds if this is something you've given attention to Unfortunately it falls to us the only local authority in the room but

1:20:10

Jenny Timon and North Yorkshire Council? Yes, were attended with the eight week timeframe.

1:20:26

I think it's Marshall from his writing is actually with us on teams. Do you have a view on that point?

1:20:38

Thank you, counsel. We've not found for you on that as yet. But we can revert and provide further information, if you wish.

1:20:50

If you could come back to somebody else in post hearing submissions, that will be that will be helpful. Thank you.

1:20:58

Yes, thank you.

1:21:18

Moving on then to article 47, which is guarantees in respect to payment of compensation. We've already touched on Article 47, to an extent, but this item really relates to the principle if you like, of why the guarantees are subject to further consideration in the article, rather than being given during the course of the examination. So looking to the applicant, who to provide some further justification on that point.

1:21:55

Me standing on behalf of the applicant. Yes, sir. They guarantee respect is in respect or other form of security is in respect of any liability for compensation following compulsory acquisition, and in accordance with the compensation code is considered an appropriate and disproportionate for that security to have to be put in place now, that security comes at a cost as I'm sure you can imagine. So whether in the form of repeating company guarantee which has to set on the balance sheet of the parent company, given the guarantee, or indeed the cost of obtaining a bank bond or a letter of credit for the bank, given that, if at all, the compulsory acquisition period wouldn't be exercised for some years from now, at least a year until we get DCO decision is considered that cost is unnecessary, will be unnecessarily borne by the applicant. And that in the normal course of weigh, as has been accepted on previous deals to date, that that security should only be put in place prior to those close the acquisition power is being exercised, and indeed they may never be exercised.

1:23:17

Okay, thank you for that. I'm not sure Mr. Field, was that something that you had a concern about? All? Right, we'll move on then to item own which is the requirements. These requirements are equivalent to planning conditions if this was a normal application or for planning consent granted by local authority, and a are subject to review and potentially change. So I'm just looking for the applicant to identify any additional amended requirements that emerged so far.

1:24:11

Me selling on behalf of the applicant. Yes, sir. There are a couple of limitations which you can expect and the next draft DCO at deadline one, which have largely arisen from our discussions with North Yorkshire Council. The first is to include a general requirement which says that any approval agreement or confirmation of the relevant planning authority is must be provided in writing. I think North Yorkshire Council quite rightly pointed out that some of the requirements require approval in writing and some don't specifically require that there'll be of that as an intention. So it was thought best just to put a general catch all into to ensure the position is beyond doubt. The next one is just relates to the date of final commissioning. Again, North Yorkshire can so correctly pointed At some of the requirements run from the date of final commissioning, but there is no clear mechanism from the product council to be aware of what that date was. So we're anticipating adding an article, which requires the undertaker shall provide the date of final commissioning of the scheme to the relevant filing authority by form a written notice within 14 days of that, that days of commissioning, again, that, as I understand has been agreed with, not through actual counsel, they can also confirm intercourse and a couple of other minor amendments that we note and the relevant representation I'll be here aren't here today, I don't think that national highways has been asked has asked to be considered for the construction traffic management planning requirements and as her intention to add them as a console T to that requirements so that the planning authority can consult with them when determining the discharge of the construction traffic management plan. And then finally, not in specifically engineered or two, but in shedule 16 relating to the discharge of requirements. North Yorkshire council have pointed out some typographical errors, and that one of the sub paragraphs has been repeated twice. So we will just delete that Rata and make any necessary consequential amendments to the cross referencing. And that's our m sorry, paragraph two, three of shedule 16 is a copy and paste of paragraph two to shade your 16th. So we will create that hitter at the next deadline.

1:26:42

Thank you for that. Mr. Reynolds. You want to animate

1:26:48

Michael Lionel's North Yorkshire counsel. There's nothing to add innovation towards this account for the applicant has just said there may be as our technical officers run through the application and prepare the local impact report. It may be that we have some of the things to raise in relation to some of the requirements but at this point, we have no more nothing else to add.

1:27:10

Thank you. Marshall, do you have anything to add on the requirements as currently drafted?

1:27:22

Yes, thank you John Marshall is Riding of Yorkshire Council and similarly to North Yorkshire Council. We are working through our local impact report at the moment and our consultants have been asked to assess those requirements and put forward any amendments which we will do so in Ducasse.

1:27:49

Okay, the next item then is requirement 18 specifically, and this concerns the decommissioning and restoration proposals. And here I'm looking for some reassurance about measures that may be in place to ensure that the decommissioning works are properly funded at the time the decommissioning takes place.

1:28:23

Amy styling on behalf of the applicant. Yes, I can confirm that in the normal way for planning and development consent orders. specific security for decommissioning isn't considered or required in the terms of the consent. But this is a matter which is dealt with in the voluntary lander agreements, which for the solar PV site are completed old BB two which are substantially completed pending final legal signatures and that sort of thing. And those do make provision for security for restoration. In terms of the controls which are in the DCO itself. Obviously, the undertaker is required to decommission the scheme in accordance with the framework decommissioning and environmental management plan. And that is secured by we have requirement. Section 161 of the Planning Act sets out that it is an offence to breach a requirement of a DCO. And therefore that is the necessary impetus as it were on the undertaker to carry out its decommissioning responsibilities in accordance with the consent. And indeed, in addition, the Proceeds of Crime Act to those into also allows local authorities to seek to recover profits which have occurred to a business who has breached planning control, which would be the case if such a requirement was breached. So we consider that in the normal course of planning, permissions and mddcs. To date. There isn't any specific requirements for security to be in place for decommissioning, but those are appropriately dealt with via other means are not aware of any NADC or today. ain't having a requirement for any restoration security to be in place.

1:30:12

Okay, perhaps safe again, in the post hearing submissions, you could provide some more detail on the security, which would come via the land agreements, the scope of that, and that and the mechanics of that,

1:30:30

me standing on behalf of the applicant? And yes, sir, we've certainly managed to do that for other schemes where that same question has arisen. And it will be subject to the consent of the landowner to be able to devote that because it is a private commercial agreement. So we will endeavour to do that by deadline one, noting we do have around a month to get those consent. So hopefully, that can be achieved.

1:31:04

Mr. Field, I think this was something you had a point on.

1:31:08

Yes, thank you, I defer to your judgement. Because I'm not an expert on this. My instinct is you have to have a fund up front. The reason you mentioned, we don't know if they're going to go bust in 10 years, 20 years, and simply not have the funds to pay for it themselves. It may pass hands to somebody else. We can't tell what the future is. And it's not true to say that nobody's done this is kind of the standard landlord tenant arrangement, there's always a deposit to cover the expenses at the end. nuclear power

stations always have a fully funded decommissioning from day one. And it can be flexible, you know, it can be reviewed, so that as costs go up, or go down, they can be adjusted. For example, they intending to send all the panels to recycling, which is great, we approve. But at the moment, that's just going to be prohibitively expensive. So I would definitely allow them to just use landfill as a funding item, and then agree, whatever, you know, work out whatever suitable fan that would be to support any accident or closure that might happen. There's also some just language errors not to be corrected, couldn't help noticing. It refers to the framework dish, decommissioning environment management plan. There is no such plan. There is a framework decommissioning management plan, which is app slash 7.9, which has got the word environmental left out of it, that should be resolved. Also, I think the language was got so bad in this particular shedule, that that's ended up saying the opposite of what they intended it to say I'm looking at 18 subparagraph. One. I think what they meant to say is no later than 12 months prior to that they've written within 12 months of which has the opposite meanings. So maybe they want to review that. Various paragraphs really could do with being sent to some sort of legal copy editor to tidy up the Thank you.

1:33:22

Do you want to come back on the general points on the requirements for a fund upfront in the event the undertaker isn't around or isn't in a position to undertake the decommissioning works in full two years, or sometime before that. And then there was the specific point about the drafting of requirements at

1:33:50

me standing on behalf of the applicant, only to see I think, probably agree with Mr. Fields, and it's best left to landlord and tenant? Well, I think as he, as he suggested, and as we've put our submissions, you know, it is the landlords and parties to make sure that the infrastructure is removed. And indeed, the option agreements which are being entered into do make provision for restoration and security. And in terms of the planning is dealt with via the mechanisms for planning, control and breach which I've already outlined. So no, I don't agree that there's a form that needs to be funded in place, which is secured via the planning permission, because there are insufficient protections in the land agreements and in relation to the fact that no offence would be committed if indeed, there was a breach of planning control, which is different from from planning permission, admittedly.

1:34:40

Understood. I think the the piece of information that we're missing at the moment is the scope and the bite, if you like, of what's in the land agreements to understand that that will actually be effective, is

1:34:57

doing on behalf of the applicant. You I'm confident and that's our so we will seek the necessary consents to can disclose those details, as I've outlined in relation to the drafting of requirement 18. One, I think the language is sufficiently precise, but we will consider it and see if there's any improvements that can be made. We will look at equivalent language which have been used in the reason that solar DCLs to see if if there is any ambiguity and if it could be improved.

1:35:39

I'm somewhat misquoted there, I did not say that we should rely on landlord tenant law to solve this problem. I was saying the landlord tenant law is an example of where there is an upfront payment, which is subsequently used to cover costs. Yes.

1:35:53

I think the point that Mr. Ling is making is that the terms of the agreement between the Undertaker and the land owner will ensure that those decommissioning books do indeed take place. That's what we're told. And when we see the terms, we can come back to that and understand whether it's fit for purpose in that respect. Okay, it's nearly 22 Four. So I think we've got a couple more items to get through. So I think we'll take a break at this stage

1:36:42

is if we said 10 to four, is that enough, or should we Yeah. Okay. Well, let's start again at 350 journal. Until then, thank you