



Hearing Transcript

Project:	East Yorkshire Solar Farm
Hearing:	Compulsory Acquisition Hearing 1 – Session 1
Date:	09 July 2024

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00:04

Just about two o'clock, so we will make a stance. Welcome to this compulsory acquisition hearing for the East Yorkshire solar farm project, just to confirm that everyone can hear me. Okay. The back. Good. can also confirm with Matthew around the corner, that we're live streaming, recording. Good, thank you. My name is Simon water. And I've been appointed by the Secretary of State as the single examining inspector to examine this application, you'll perhaps hear my role referred to as examining authority at various stages. couple of housekeeping matters that we need to deal with. As usual kind of problem, please switch off mobile telephones or other devices or at least put them to silent. In terms of their logistics of the place, you may have seen that there are toilets away to our left and then the lobbies you came through the door. There is no fire drill today. So if the alarm does go off, the fire escape is through the doors behind those curtains which we'll have to open. And then we turn right and go around the building to the front where the flag poles are. And there should be a member of staff to help us with that. Today's hearing is being conducted as a hybrid hearing, which means there are obviously some people here in the room, but others may be joining virtually using Microsoft Teams. But however you join are trying to make sure that everyone gets a chance to participate fairly. There will be a recording of the hearing. And that will be available on the East Yorkshire solar farm section of the national infrastructure planning website as soon as possible after the hearing is finished. But with that in mind, please be sure that if you do speak, you speak clearly into a microphone, and you state your name and who you're representing each time before you speak. The table microphones if you use those have an on off button. And I would suggest that you turn the microphones off if you're not actually actively involved in the conversation at the time. If you're not out at a table, there are or there is a roving microphone, but please wait for that to come before you. You speak. On the planning Inspectorate websites, there is a privacy notice which provides information on privacy in respect of the hearing. And I'm assuming that everyone has familiarized themselves with the document because that tells us how personal data is handled in accordance with the principles, the data protection laws. If you have any questions again, Matthew around the corner is the person to speak to about that. I think the applicant is going to be in charge of the main screen this afternoon. So perhaps we could start by just pulling up the agenda. And we may need to refer to other documents as we go along. The agenda is for guidance only. And there may be other considerations that will take into account as we progress. Don't think we're going to be pushed for time this afternoon, but I'll try to make sure that all the relevant contributions are heard. It may be possible to defer matters to written questions, but we'll see about that I don't think that will be necessary. Will take a break around 330 If we need to. And if all else fails, we'll finish at five o'clock or not before and before that. The purpose of the hearing then is the application because the application includes consent to authorize compulsory acquisition or the acquisition of an interest or right over land. One of the purposes of the hearing this afternoon is to enable me to hear and to probe the inspectors to strategic case also the applicants strategic case in respect of the application. But we're also going to hear individual objections from affected persons and those are people who are

interested in parties with a legal interest in the land or rights which the applicant is proposing to call compulsory acquire or temporary take temporary possession. So the purpose of the hearing is to enable me to consider whether the relevant legal tests and policy tests applicable to compulsory acquisition In temporary possession have been met. move on then to introductions and perhaps I can look to the applicant purse to introduce its Team

05:16

Good afternoon sir if my name is Amy Sterling, MSC resort Senior Associate Solicitor at Pinsent, Masons. And I will be representing a shorter solar farm limited her the applicant for this DCO application. I'm joined on my left by Mr. Giles Johnston, who is a land agent at DDM agriculture. I anticipate that it will just be myself and Mr. Johnson her speaking today, I am also joined by other members of the applicant team and their advisors, and should in the unlikely event that they have to speak them they can introduce themselves at the relevant time.

05:50

When in terms of other people affected persons who have given their notice of intention if I could ask you to introduce yourself and who you represent and have just a brief summary of what you intend to say this afternoon. According to my list, we have Mr. Steven Leung, Jan Wilders and Sally Beckett.

06:22

My name is Steven lung. I'm here as a private resident, sir. Okay.

06:28

Thank you. Chan, Wilde Wild Goose? I think she was due to attend virtually. I can't see anything on the screen at the moment. Does anyone have any information? Sally beckons.

06:50

I'm Sally Beckett, and I'm representing Beckett and McMillan's, and I'm speaking about the compulsory acquisition of verges, hedges and trees

07:02

back into you're not an affected person as I understand it, the book of reference doesn't include you as a person whose land is to be acquired.

07:15

No, I'm not having now i

07:17

If you wish to speak this afternoon I'm I'm happy to for you to speak. However, just looking at the little note that I had on the attendance list, the kinds of things that you're speaking about, I just wonder whether they are more appropriately dealt with either at the open floor hearing this afternoon, or this evening, or at the environmental matters hearing tomorrow. And I say that simply because the applicant has a particular team here for the compulsory acquisition which may or may the person's may or may not be able to respond to your concerns this afternoon.

07:57

I'm speaking about their compulsory acquisition verges, hedges and trees. Okay. Well, if

08:04

if it's compulsory acquisition matters, rather than moving over into environmental

08:10

now, I think councils just Okay, fine. Thank you.

08:18

Is there anyone else who wishes to speak who hasn't given notice? No, in that case, we'll move on to item two on the agenda, which is the applicants case for compulsory acquisition and temporary possession. I set out in the agenda the the main points that I'd like to go through here and so perhaps you could tackle it in that way. You're ready Mr.

08:55

Any styling? Oh, on behalf of the applicant? Yes, sir. Just looking at Agenda Item number two a then I will give a summary of the overall approach to compulsory acquisition and temporary possession periods which have been included within the DCU application. The first thing is just to confirm why we're here today yesterday's new application does include a request we can post the acquisition This is confirmed in the covering letter which accompany the application which is examination Library Reference EPP 001 and also confirmed in the statement of reasons that company in the DCO application which is application reference EPP, zero to one sections 120 and schedule five of the Planning Act overflight are relied upon for this purpose, section 120 and schedule five read together provided a DCO application can include a request for the compulsory acquisition of land and rights and land and can make provision for the payment of compensation. Section 1223 of the Planning Act provides these broad powers and confirms that the Secretary of State can only include the powers and compose the acquisition. If he satisfied he or she Saudi is satisfied that the land or the rights and land are required for or incidental to the development to which the DCO application relates, or if the land is replacement land, the Africans position is that it's damaged at through the application document. That land which is subject to compulsory acquisition of land or rights or temporary possession is required for orders incidental to the development for which development consent is sought. The replacement land is not relevant to the scheme. Section one two to three also provides that the Secretary of State must be satisfied that there's a compelling case in the public interest for the compulsory acquisition powers to be sought to be granted. The applicants position is that there is a compelling case in the public interest in the scheme. There is an established need in the scheme as a large scale solar PV above 50 megawatts, which is no critical national priority infrastructure that needs is firmly established in the decarbonisation benefits and security of supply that the scheme will bring. And the benefits of this scheme will outweigh any limited private loss as a result of compulsory acquisition, which in any event would be compensated for, in accordance with the well established policy purchase compensation code. The other priorities in the Planning Act which are relevant to the application which the applicant has made include section 127 of the Planning Act. This provided to the applicant may include provision for the combos acquisition of stature to undertake or land or stash to undertake or rights and land. If

they can be there misstated. There'll be no serious detriment to that statue undertaking. The Africans position is that this has been demonstrated, and there's sufficient protective provisions for each statutory entity good effective have effected have been included within shedule 15 of the draft DCO. Nevertheless, the applicant continues to engage with various statutory undertakers in relation to the protections offered, I know that there is another agenda item we will discuss this specific statute entity because I won't go into that. Now. In relation to compose the acquisition guidance. The guidance requires that the African has a clearer idea of how the scheme will be used when the applicant has demonstrated through its works plans, and through the land plans as narrated and brought together and their schedule of negotiations exactly on a port by port basis, how each of the ports will be used and why they are necessary for the development to take place order into then to that development. The composer acquisition guidance also requires that the public benefits in the scheme will be the private loss. As previously mentioned, the applicant is confident that they do and that the public interest and decarbonisation and security of supply benefits outweigh any harm from compulsory acquisition. The compulsory acquisition guidance also requires a reasonable prospect of funds being made available to fund the scheme. The app again has provided a funding statement along with this DCO application, which is document reference EPP zero to two which demonstrate that the requisite funds can be made available by the construction and operation of this scheme and importantly for to meet any compulsory purchase compensation liability. I also know that is a separate heading that we may return to unveiling the composer acquisition guidance requires that the compulsory acquisition powers are for legitimate purpose and the applicant submits of the are all of the compulsory acquisition and temporary possession periods which have been sought are necessary for the delivery of this scheme, and the necessary of the national dean of public interest in the critical national priority infrastructure they will provide.

13:47

A couple of other things on the agenda that perhaps I'd like to bring up one was the minimization of need for compulsory acquisition. And tomorrow in the environmental matters hearing, we'll have a discussion on the land use efficiency of the proposal. And to my mind that has a bearing on compulsory acquisition. And as much as I need to be sure that no more land will be required than is actually necessary for the purposes of the development won't be appropriate to go into details of land use efficiency this afternoon, just to flag up that that needs something that's on my mind. And we'll we'll look at that tomorrow. The other item was potential impediments to the proposed developments. And none have been identified specifically but I have noted that is Yorkshire counsel who aren't here this afternoon, but have suggested that a section 278 agreement may be required in connection with the proposal that's not currently included. Just in the consents and agreements position statement, again because these Yorkshire aren't here are rewriting of Yorkshire aren't here this afternoon. That may be better dealt with tomorrow. But again, that is a compulsory acquisition matter, potentially. So we'll we'll deal with that tomorrow. Okay, shall we move on then to Item three on the agenda. And this is where we, yes, of course, anything

15:32

on behalf of the applicant and just a cup, I can come back just briefly on those points, which may have assessed your thinking and advance of tomorrow, in relation to the minimization of need for compulsory acquisition and land use efficiency, just to make clear that all land which is subject to solar PV I O land,

which is included for work number one, is under a voluntary option agreement, there is no outright reliance on compulsory acquisition for the solar PV. Nevertheless, the applicant is seeking freehold acquisition of the solar PV plots in the normal way. And the hopefully unlikely event that the landowners who have entered into those voluntary option agreements or unable to honor them and granting the relevant lease at the time.

16:17

I appreciate that but because they are in the the application as compulsory acquisition that I need to consider them against the tests.

16:36

You happy on item one before we move on to item two, so happy to move on. This is where we consider individual objections and issues. It may be useful as we're going through to have the land plans, the book of reference and the schedule of negotiations and power sought to hand in case we need to learn to refer to those. Think what we'll do is go through the items on the agenda first and then we'll come to Mr. Lund and Mrs. Beckett and deal with your items then other Mr. Lashley. Mr. Leung, you actually you are on the edge. And in any case, we'll come to you then. The first item I had was the relevant representation and indeed a written representation from Michael X up who isn't here this afternoon. Essentially, his concern seems to be about a lack of consultation communication by the applicant, as well as an allegation of trespass. They're not going to go into the trespass because that's a separate civil matter. The applicant says that it's the heads of terms are broadly agreed now, notwithstanding what Mr. X may have said previously. I wonder if you could just update us on where we stand with Miss Mr. backstops plots.

18:15

Giles Johnston on behalf of the applicant. Mr. X appears correct in his statement that due to an administrator error, surveyors on behalf of the applicant did enter onto his land. That was done in error, no surveys were undertaken. And since then, no further efforts have been made to take access to his land. The applicant has been in regular communication over a period of many months with landowners and agent in respect of matters following that survey access but also to progress negotiations in relation to the cable easement. The terms are now broadly agreed. However, we remain in detailed negotiation on commercial terms. And just as an observation, the applicant is seeking agreements from our so far cable easements from our landowners on a consistent basis.

19:21

So does that mean that as far as the cable route is concerned, that won't be an agreement until all parties have signed up to your consistent consent terms.

19:36

Giles Johnston on behalf of the applicant? No, it means that we are reaching agreements on a London or bailando basis. But the fundamentals of those agreements are consistent across all landowners but it is not preventing and we have secured a significant numbers number of agreement to heads of terms already and

20:03

Thank you. So, just going back to Mr. X up, have you got a timescale in mind for when that will be completed?

20:15

Charles Johnston on behalf of the applicant, the timescales are as soon as is achievable. We are in a very regular dialogue, as I say with Mr accepts land agent. And it is only down to detailed commercial terms that we're now at the stage of and I would hope that that should be able to be resolved in the very near future in terms of absolute timescales. I aren't working to a particular date, other than to achieve it as rapidly as possible.

20:49

Thank you. Moving on, then to Mr. Lund, who happens to be next on the agenda. I wonder whether you start by just outlining your concerns, Mr. Lund.

21:06

Thank you, sir. I've been asked to speak on this issue by my wife who's been in communication on the on the proposal for quite some time. A bit of background our property is situated at the junction of scoldings and road to the south and really tough to route to the west. Our house directly overlooks areas to F across bolding to road to the south and to e to the north west, on when a tough road. The property is surrounded on these two sides with thick eight feet high hedges. The hedge lane running on winch off road also includes a number of mature trees, including six old oaks, I had drawn up some notes on a wide area of topics which have come up in response to questions which are in the library. However, I understand that I cannot at this stage comment on them. So I must move to a very, very brief comment on compulsory acquisition. Early fears were raised in the early stages of the proposal, and increased in a lettering on 25th of January 24. From Helen standing, this refer to the DCO with an attachment which dates as you have all seen, point for the DCO authorizes the permanent compulsory acquisition and temporary possession if required land or rights. This obviously immediately causes considerable concern, with a worry that considerable area at the front of our property and on the Northwest where we would lose these high hedges and trees and open up the view to both the solar farm to the south and the solar farm and wind farm to the northwest. Our concerns were increased by the way that maps were drawn. So with born borders, so very, very broadly inked, that the scale, the scales use the area covered could have easily taken much of our garden and what we consider our wild area. Now the response on the 27th of June this year, to my wife's points at one one to seven in the listing, that the acquisition refers only to the roadway and not to our land was, to a certain extent rather welcome. While it is welcome, but it's still it's just taken a long time to come. And we still have concerns. How wide is the supposed roadway interest? Is it nearly the tarmac? Or does it include The Verge and if it includes the verge does it include effectively the root stock of our hedges the verge on our south and west boundaries is going to narrow at half a metre or less. At a number of points. Traffic has left the carriageway and cause deep damage to the small verges at point out to those who don't know the area. The the Spalding turn road is a very old, originally narrow single track road, which was partially improved if that's the word and during the construction of the wind farm near Spalding button as traffic has left the carriageway It caused damage. I can only see that this will happen during any construction, how can this be avoided references made it several earlier points in all the paperwork that

we have received of verge maintenance and aspects of traffic management is widening of the roads road being considered. When traffic lights be positioned at the junction of Will It Off Road and Spalding road either action will lead to increased noise and pollution with vehicles especially heavy goods vehicles braking and then perhaps idling at the junction. This is apparent even now from the existing level of traffic at the junction as vehicles use the almost straight lane at often high speed. Road comprises two almost straight stretches around a mile each with a shallow bend close to old rush and a kink with a quite obscured view to the west at the junction itself. The western side of the junction is sandwood house, you have responses from Mr. Taylor. If the integrity of Burgess is to be maintained, our curbs being considered heavy traffic running off the carriageway in turning particularly left which is eastwards at the junction has on a number of occasions resulted in water in particular in water mains damage and flooding as part of our land. All the land in the area as you all know is quite low lying to put it mildly. Repairs to water services and particularly telephone lines are a frequent occurrence along the whole of Spalding Tim Road, either through direct damage or flooding, what measures are being proposed to minimize these problems? I have it would appear now no immediate direct concern that we will lose our land, but it can still be very, very severely impacted by extension of REITs on verges that is the extent of my comment. May I May I this time, sir. Give my apologies. I'm as I and will have to leave at some point. That's fine. Thank you.

27:43

Thank you. Just so I'm clear, then the acquisition doesn't extend to Mr. Lunz land itself. And the trees and hedges involved? Do we know do they fall on Highway land? Mr. LHINs lands both? Well, how much do we know about the details of where the trees actually located in relation to the to the land boundaries.

28:19

On behalf of the applicant? Yes, I can confirm that the plots which are included within the book are referenced and subject to compulsory acquisition being put 1040 1045 and 1046 all ports and unregistered public highway. Mr. And Mrs. LOM were included within the book of reference, on a precautionary basis as assumed owners of the subsoil beneath the unregistered public highway and the normal way which attributes the subsoil on a public highway and a 5050 basis from neighboring boundaries. There is no request for any compulsory acquisition pose over any land which is registered to Mr. And Mrs. Lund. The works which have been taught here are worse to facilitate access to scheme. And in terms of the specific work to be carried out in this area. I'd have to check with the consultant team. Obviously, we're sort of putting slightly aside to propose acquisition, you're more into the technical specifics of the transport proposals and landscaping. But we aren't seeking any powers to carry out any work to Mr. And Mrs. Lyons property and we wouldn't be able to do that under the DCO. Okay.

29:29

Again, the hedgerows and the trees which are potentially affected. Do we know where they sit in relation to the boundary between Mr. Lungs land and the highway land?

29:42

Me standing on behalf of the applicant? I would have to check that really even doing any work to the trees or the hedges? I'm not I would need to check that that's correct. It's watch two facilities access, which could include surfacing works. So we just need to need to check that so if you can let me come back perhaps the best notably hearing to set out exactly which workshop proposed. We have also contacted Mr. And Mrs. Lund directly, as Mr. Ron referred to, to seek to sort of clarify the works, which are being proposed and the lack of compulsory acquisition and we're happy to continue that dialogue.

30:17

In terms of Mr. LHINs, other concerns regarding potential damage to the verges and the services below them. Again, that really does fall into more of the environmental matters. And I appreciate you don't have your team here to deal with that. Mr. Lana, are you here tomorrow? If we want to resume a discussion on those matters, or have you heard enough this afternoon to if not entirely satisfied to allay your fears somewhat?

30:56

Thank you for the opportunity to respond. Whilst I am slightly heartened by this the issue of yes whether the hedge and the trees is on our property our roadway tomorrow, my mind still stands. I therefore hope that that I will be able to attend at least some point tomorrow. Thank you.

31:35

You content that we add that to the matters to be discussed tomorrow, and perhaps we could brief whoever you need to prove to to give a fuller response tomorrow?

31:46

Anything on behalf of the applicant? Yes.

31:50

Thank you we'll move on then to the concerns of this is db hunt. Which I think is Donald Beaumont once they're also known as a David Aldridge and and John Robin Hunter, I assume are all part of the same family. It's another case where communications at some point seems to be difficult. How do we stand with DB hunt in particular, but the hunt family candidly in regard to negotiations.

32:34

Giles Johnston on behalf of the applicant, the hunt family are represented by the same agent as represents the acts of family and as such heads of terms are now broadly agreed in this case as well. Of a negotiation of the detailed commercial terms continues. In response to the relevant representation regarding land drainage or relating to land drainage, the landowners land agent request is an amendment to the Indicative cabled easements shown on a plan originally produced by the applicant. A revised plan was produced and subsequently approved by the applicants agents and they saw on the basis of that revision that negotiations are currently taking place. In relation to land drainage applicant has made expressed provision for a comprehensive drainage repair and or reinstatement undertaking in the detailed heads of terms which again are agreed by the landowners agent.

33:51

Thank you The next one I have on my list is three separate parts 517 18 and 19. Parking love rack and Saunders and here as I understand it, then negotiate negotiations are contingent on an agreement with Natural England. And I presume that this relates to the mitigation areas which proposed on the plumps one key and one ah. Again, without bleeding into the discussions we really have tomorrow, so we can have an update on where that stands and the relationship between how far you need to get with Natural England before negotiations can be concluded with these owners.

34:48

Anything on behalf of the applicant? Yes sir. In each case, the land is required for either the gifts mitigation land, the Golden poovar mitigation land or in some instances, both To the heads of terms with each of the parties are broadly agreed, subject to final confirmation on the extent of the land required which is subject to the outcomes of the discussions with Natural England. The overall capacity of the ecological mitigation land is deficient for both purposes. The current pink footed gives mitigation land comprises 79.09 hectares and animal rotation, and the applicant is proposing that in each year 15 hectares of that will be specifically managed for pink for two guests mitigation. The applicant is seeking confirmation from Natural England that Natural England is content with that 15 hectares within the 79.09 hectare proposal. And as soon as Anglin provides that confirmation, I understand that that's the final remaining point, which will allow the heads of terms to be completed. And the option then progressed. Essentially, as you would imagine, the landowners would like to understand exactly the hectare edge within that overall land which needs to be found for pink footed guests. Likewise, for gold and silver mitigation, the gold and silver mitigation and was recently updated that deadline tours I'm sure you're aware, from 15 hectares to 28 points and five hectares. Again, the African is seeking confirmation from Natural England and Natural England is content with 28 points into five hectares and the context of the updated bird surveys. And again, as soon as that confirmation is received, the applicant can proceed to finalize the heads of terms and move to an option. Again, the landowner would just like to understand exactly the hit rates which will be subject to the ecology mitigation. The applicant is in regular dialogue with Natural England most recently as of yesterday, to seek to review this, the hatchery just soon as possible, and we'll endeavor to do so for deadline three if no deadline for and then thereafter, immediately look to progressive voluntary agreements.

37:04

Okay, thank you. The next one I had on my list was Bingley land plot 22 165. And I included this simply because the the entry in the schedule of negotiations implied at least that less progress had been made on this one than on others. Perhaps he could update us on that position.

37:34

Giles Johnston on behalf of the applicant. To date, this affected person has not responded to requests to complete land interest questionnaire. So the African has had limited information available to it, but has continued to investigate landownership issues. The applicant became aware that the land has been identified by national grid for collector station site associated with the England Green Link Cable route, and has been seeking confirmation from national national grid with regard to their interest in the land. information received by the African on Friday, the fifth indicates that National Grid may have acquired part only of the site and that caping Lee may have retained the remainder. Therefore, we're seeking

confirmation of that information. And we'll make further attempts to contact both London and national grid to enable negotiations to progress.

38:36

Do you have any sense of whether the part of the land that National Grid may or may not be seeking to acquire is the same as the land that would be required for this?

38:51

Charles Johnson on behalf of the African Yes, it is anticipated that there may be some overlap between those two requirements national grid and the Africans project some

39:02

overlap. So that may imply that there may be a need to acquire capping leased land as well as whatever lands national grid are in the process of acquiring

39:18

that is correct.

39:33

And do you have any sense whether National Grid have been any more successful in engaging with keeping the than than you've been?

39:45

At Charles Johnston on behalf of the applicant? I haven't been party to the negotiations between Bingley and national grid so I couldn't reasonably comment on that. Okay.

39:59

Can you say On behalf of the African and just the supplement, I think the nature of the interests are quite different. And that National Grid appears to acquire part of the fields of bengalese land whereas we just we just be seeking a cable easement over the land.

40:36

Well, I'm sure it goes without saying that please update the funding examination as soon as you can on any progress which is made. Right somewhat for choose to sleep National Grid comes up next on the agenda. Now, in this case, the negotiations, as I understand it, regarding the the interaction with the the England green link, as well as protective provisions and a signed agreement, so there's probably quite a lot going on here. So we could have an update on that all those physicians

41:19

is doing on behalf of the applicant. So we're in very regular dialogue with national grid to see probably on a weekly basis. And you're also supplemented by monthly calls between the parties in relation to coexistence with this scheme, and Eagle to which isn't all of the party's interest. We are very well progressed on the protection provisions and say to be amend as the rest of standardly agreed in relation to protecting of National Grid's existing assets, and very nearly agreed in relation to the

protections and relation to Eagle Two, and then subsequently protection from East Yorkshire from Eagle Two. So they're progressing? Well, we, I would say, in the final stages, I suspect you may not be for deadline three, but hopefully for a deadline for that we'll be able to get those over the line, the outstanding point being the possession in respect of compulsory acquisition, because we are still looking to engage with that national grid and in relation to progressing any voluntary land rights that we need know that they have any process of purchasing various pieces of land, the land registry is still being updated and as you will imagine that it is a large organization. So just looking to try to speak to rather than people to progress the voluntary agreements in tandem with the protective provisions.

42:36

We could merge this into the next one which is Drax power was similar considerations apply. But it's not entirely clear in my mind, how the interests of national grid and Drax power interact in particular with regard to the the EGL. In updating us on drugs we could could bear that in mind.

43:12

A misspelling on behalf of the applicant and I will try sir. So the Drax power station land, which includes a substation land where the African will connect is owned by Drax national grid electricity transmission is a separate legal entity and its national grid electricity transmission her promoting eagle to Eagle Two will also make its grid connection at Drax power station and has proposed converter station in proximity to drag so they are separate entities proceeding with their separate commercial endeavors. And the shorter scheme is then also the third endeavor in that mix. So Drax being the existing landowner, operator etc of the power station, and then eagle to being promoted by National Grid and issue actually been promoted by the applicant looking to connect into Drax power station as well. The slight nuance being that National Grid obviously has various different entities and National Grid is also the grid operator for the grid connection substation at Drax as well. In terms of the negotiations as Drax, the applicant is engaged with Drax in relation to obtaining a voluntary agreement for the interactions to enable the connection into the drag substation. The technical teams and the land teams are in regular dialogue. The current focus is on the commercial terms and also the extent of the land which will be subject to the option agreement. So the discussions are ongoing. I'll be I suspect that they will be progressing for preparation perhaps a while

45:02

Okay, perhaps a wild? What does that mean in terms of the life of this examination?

45:09

Anything on behalf of the applicant, and we will endeavor to enter into a violent agreement by the end of examination? I endeavor to do so. Okay.

45:24

And I understand I can appreciate that it's a complicated matter if I can put it like this is this simply a question of working through the details are all the things that are still, if you like, yet to be finalized, in particular with the jail and the the interactions which need to be finalized before you can complete these agreements,

45:52

any standing on behalf of the applicant, I am assured that there is no technical reason that the three projects cannot coexist within their areas which they have identified, and that the ongoing discussions are a matter of who goes where, when, and in which order. And that is a matter of ongoing discussions between the technical and the land teams before the agreements are finalized. And then just also a matter of the commercial terms, which as you can imagine, take some time to work through.

46:31

Moving on to Network Rail. Here, the main point of contention seems to be the effect of HGV movements on the rollin Hall Lane level crossing. And I appreciate that you've recently submitted a updated draft DCO and construction traffic management plan. Has there been any response or feedback from members around since into those documents? Does that get us any closer to a resolution? Me

47:11

selling on behalf of the applicant? Yes, sir. We're just now in the administrative part of completing the framework agreement with national grid in terms of agreeing which plans need to be appended and then circulating for signature, we have last corresponded with national so with narrow grill on the second of July in relation to the plans to be upended, and we followed up with them this week in advance of the hearing. There is no matter of standing between the parties, and there's no reason this can't be progressed. It's just a matter of administration. And we'll endeavor to have that completed. And we understand that as soon as the framework of human is completed, that network layer will remove all objects into the scheme.

48:06

Northern power grids. Again, this is a matter of the protective provisions and also signed agreements.

48:19

Anything on behalf of the applicant? Yes, sir. Again, I feel that we're very close on the sport protective provisions in this age agreement. The last thing that our proposed responses to Northern paragraphs on the 24th of June, and we are awaiting a response for them from them. Sorry, we followed up again this week in preparation for the meeting and haven't yet received a response. But we're continuing to engage with them to seek to agree of this book protective provisions and milestones are repeatable, include them within the next version of the DCU and understand that that will allow northern paragraph to remove any representations to the order.

49:10

national gas transmission, it's the same two matters is

49:16

me standing on behalf of the applicant. Yes, sir. We have most recently corresponded with national gas transmission on the first of July. Again, we followed up this week in preparation for hearing but haven't received a response as yet. Again, I feel that there's nothing significantly I stand in between the parties, it's just a matter of moving with the sport protector provision to greet one and then include him in the

next version of the DCO once they've agreed and national gas transmitter more than if it's representations.

49:48

Off the top of my head, I can't remember whether you had bespoke provisions for national crest transmission or whether that's part of the general protected regimes

50:00

are currently part of the general protection provisions. But they have requested bespoke ones which we've been negotiating outside of the examination process with the intention. And we're very nearly there of just submitting one agreed version, and as an update to the DCO, rather than putting a say and then commenting, etc.

50:26

The Environment Agency had concerns regarding possible admissions from the book of reference. And this was in relation to tendances. The schedule of negotiations suggested that you hadn't had a response from them at that stage, is there anything more to report anything

50:52

on behalf of the applicant? Yes, at the back of reference was actually updated that deadline one to include these farm tenancies, given the further feedback from the Environment Agency. So they have now been noted within the book of reference, and that's referred to in the schedule of changes to the back of reference as well, in relation to the grazing licenses, we were still seeking to obtain information from the environment agency. But that's actually now being received in the last few days, I can't quite remember but the end of last week or yesterday, but it's now being received them. We've realigned referencing team have reviewed those and confirm that we will update the back of reference a deadline free to refer to the grazing license as an occupier, now we have the relevant information as to what those licenses entail.

51:48

So there's nothing between you and the Environment Agency on the details of those grazing licenses?

51:57

Me standing on behalf of the applicant? And yes, oh, that's correct. Essentially, we weren't made aware of of their tendencies or their licenses until the environment agencies representations, we've subsequently engaged with them and got the relevant information, we need to know making updates to the back of reference.

52:30

Next, we come to Crown land. And again, according to the most recent information, I had negotiations and consent, the Crown estates was still being negotiated. Perhaps you could give us an update on that. But also, just so that I'm absolutely clear. The Crown land is included on the basis that the land is held by a party other than the crown. So you're relying on section 1351 And two of the Act in order to

include that in the book of reference? Can you just for my own benefit, so that I'm clear in my mind just outlined who that party is and what the relationship with the Crown Estate is? And then I'm in no doubt,

53:37

he's doing it on behalf of the applicant? Yes. So, the current date is the freehold owner of the seabed and the river and the in the bed banks sorry, let me just get this up. And the rivers, we have included the river is within the book of reference, as we need to cross the river is with the grid connection corridor. We however, are not in cannot see it can pose the acquisition powers and respect of the Crown Estate commissioners, freehold ownership of the seabed. However, in doing the cable crossing, we may interfere with third party rates within that cable corridor. And so we'll have included the plot within the deck of reference and the land plans to ensure that we can avail ourselves of the other composed acquisition powers and respect of any third party rates which may exist. For example, there are other parties listed as occupiers are reputed occupiers predominantly the canal and river trust and navigational authority over that area of New variatio. We have noted we've protected provisions and all other matters with the canal and river trust. There are also third party interests for example, held by Yorkshire water limited in respect of operators within that plot. So The Crown Estate as a freehold owner of the port and that plot is included. But all the commodity acquisition parish or disapplied with respect of the current estate, by virtue of the crime rates land of article 49 of the draft DCO. What that means is we're required to enter into voluntary and rely upon solely voluntary agreements with the kind of state to cross the rivers and we are progressing this voluntary agreement. Heads of times are broadly agreed, however, we are looking to capture the crossing of the river is along with any interference with Carnoustie rights and mines and minerals in the river Darren as well. The current estate is then subsequently investigating its own title, as we have them listed as having raised too many main minerals within the River Derwent. However, the need to satisfy themselves of that before they are willing to grant voluntary rights as you as you would imagine, so they're sort of wrapped up in the one negotiations at the moment. And meantime, we are seeking section 135 consent from the Crown Estate solicitors. As we've said before, we see no reason why less can be granted. The chronicity appear to be of the position that this can be provided at any point during the examination or indeed prior to the DCO determination which is of course correct. Our view we have a strong preference to obtain that section 135 consent as soon as possible. I've most recently had an email from the dynasty solicitors on Friday of last week so Friday of the Fifth of July confirming that they are progressing the section one to five request

56:54

Okay, thank you

57:02

that brings us to the end of item three on the agenda. But Mrs. Beckett, would you like to to outline your concerns now as they relate to compulsory acquisition.

57:16

Sally Beckett on behalf of Becky McMillan. I wondered why the applicant is seeking compulsory acquisition of verges, hedges and trees. If they are just going to lay their cables in the verges they could just ask for permission from the local council East Riding of Yorkshire. The fact that they are

seeking compulsory acquisition of verges, hedges and trees leaves one to think that maybe they will pull down trees and remove hedges. Could the applicant respond please?

58:04

Okay, well miss Sterling, do you want to answer that question? Amy's

58:10

doing on behalf of the applicant. Yes, the African SDK, Poser compose acquisition and temporary possession polish to allow them to make cables within highways including the verges and indeed to facilitate access to the scheme. This may in certain circumstances remove the various remove hedges and trees. However, in each case, the African is committed to reinstating. There were any hedges or trees which are lost. And all of the commitments in relation to ecological and landscape management are secured through the development consent order, specifically through the outline design principles statement, which is secured by requirements perhaps five seconds. Yet, the island design principle statement which is secured by requirement five of schedule two, and also through the framework, landscape and ecological management plan, which is secured through requirements sec. So indeed, can post acquisition pose or short to deliver this scheme in the normal way, I'll be in each case, the African SDK orangey landrace attribute this isn't always possible, particularly in relation to unregistered public highway where there is no owner as it were, and who is able to grant the voluntary rates to do so. But in each case, they are committed to reinstatement and in many cases to enhancement of the landscaping which already exists.

59:43

And just

59:44

to press home, Mrs. Beckett's point about why that requires compulsory acquisition as opposed to a voluntary agreement with the local highway authority or highway authorities in this case For

1:00:00

me standing on behalf of the applicant, the local highway, many of these sections are unregistered public highway and meaning to local authority doesn't own in each case, the land which is included within a highway, they manage the highway as a relevant Highway Authority, which is a surface level of the road. Hence why we have neighboring properties as assumed orders of the subsoil is appropriate in the context of a development consent order, which is supposed to be a one stop shop for all consents to allow nationally significant infrastructure projects to proceed without delay to wrap up all consents and land rights which are required. So it's considered expedient for the compulsory acquisition parents to be included and insured, indeed necessary to ensure the delivery of this game. And in any case, as we've seen in the rest of their thoughts, compulsory acquisition is included as a fallback for involuntary payments. So in each case, we it's possible to reach a voluntary agreement with the relevant landowner that they can seeking to do so. But it's not not possible to rely solely on those voluntary land rights in case the landowner isn't able to fulfill the voluntary agreements with the which they have entered into at the relevant time.

1:01:13

And in terms of potential damage to water services or other utilities. Do you have all the information you need in order to be able to identify and provide the relevant protection for those services? Anything

1:01:31

selling on behalf of the applicant? Yes, sir Alon referencing team have carried out comprehensive utility searches within the entirety of the order limit. And indeed, part one of schedule 15 of the draft plan a consent order provides protective provisions for all electricity, gas and water, Undertaker's IUD? As you'll be aware, they're sorry, part one of schedule 14. And as you'll be aware, there are also protections in place for drainage authorities in part three of schedule 14. Likewise, there are also protections for electronic communication code network. So for example, BT Openreach within part two of shedule, 14, so we're confident that we have identified the third party interest to apparatus within the order limits that these are reported within the book of reference, and that the relevant protection provisions have been applied. And indeed, we've made that as part of a section one to seven case.

1:02:28

This is back in is anything you'd like to come back on. No, thank you.

1:02:39

writes on there any other points related to compulsory acquisition that anyone wishes to make before we bring matters to a close? And see anything from the virtual attendees are in the room. So in that case, thank you very much for your contributions from your attendance this afternoon. As you know, there'll be an open floor hearing tonight at six o'clock and I dare say, I'll be seeing somebody then but in the meanwhile, thank you very much. The hearing is closed