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# **EAST YORKSHIRE SOLAR FARM**

**East Yorkshire Solar Farm  
EN010143**

**Applicant's Responses to Examining Authority's Third Written  
Questions and Requests for Information**  
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# 1. Introduction

## 1.1 Purpose of this document

- 1.1.1 The purpose of this document is to provide East Yorkshire Solar Farm Limited's (the Applicant) responses to the Examining Authority's (ExA) third written questions and requests for information (ExQ3), issued on 15 October 2024 **[PD-010]**. It responds to each of the questions posed to the Applicant and therefore questions posed to other interested parties are not specified.
- 1.1.2 Section 1.2 of this report is tabularised to include the ExA's questions and a response to each question as follows:
- a. General and Cross-topic Questions (2 questions);
  - b. Compulsory Acquisition, Temporary Possession and Other Land or Rights Considerations (7 questions);
  - c. Draft Development Consent Order (DCO) (5 questions); and
  - d. Public Rights of Way (1 question).

## 1.2 Responses to the Examining Authority's Third Written Questions

Table 1-1. Responses to ExQ3

ExQ3	Respondent	Question	Applicant's Response
<b>1. General and Cross Topic Questions</b>			
Q1.0.1	The Applicant	<p>Statement of Need (SoN) [REP5-015], Efficiency Note [REP3-038], Submissions by Mr Field [REP4-036] and the Applicant [REP5-021]</p> <p>The SoN advises that the 'optimum' overplanting ratio is in the range 1.3 to 1.5. The scheme would have a ratio of 1.2. The justification for this ratio is based primarily on an interpretation of the graphs at Figures 6.5 and 6.6 of the SoN, supplemented by information in the Efficiency Note. However, it is not clear how the graphs have been interpreted to arrive at a ratio of 1.2. Nor does the supplementary information make it clear why a less than 'optimum' ratio has been adopted. Please provide further justification for the use of the 1.2 ratio, including reference to the data used to produce SoN Figures 6.5 and 6.6.</p>	<p>Figure 6-6 in the Statement of Need <b>[REP5-015]</b> shows that the energy generation per annum decreases as overplanting increases, and losses are incrementally larger above a ratio of 1.3. A noticeable drop off occurs for Single Axis Trackers beyond an overplanting ratio of 1.5.</p> <p>The Applicant could have reasonably selected a larger overplanting ratio, but this would have led to a greater project footprint than the area for which the Applicant had secured agreement to be a part of the Scheme.</p> <p>There is a clear and obvious need for renewable energy in the UK, as evidenced by the Statement of Need <b>[REP5-015]</b> and the Applicant's intention is to maximise the renewable energy generation from the agreed export capacity (400MW ac), and the indicative design delivers the maximum lifetime generation from the Solar PV Site at this stage. Regarding why there is overplanting, this is explained in section 6.6 of the Statement of Need <b>[REP5-015]</b> and summarised in the Efficiency Note <b>[REP3-038]</b>. As explained in the Statement of Need <b>[REP5-015]</b>, the final amount of overplanting</p>

ExQ3	Respondent	Question	Applicant's Response
Q1.0.2	The Applicant	<p>Statement of Reasons (SoR) [APP-021], Planning Statement (PS) [APP-233], Efficiency Note [REP3-038,] Submissions by Mr Field [REP4-036] and the Applicant [REP5-021]</p> <p>The Efficiency Note sets out a calculation of the land use efficiency ratio. It defines the 'maximum area' of the solar PV area as 749ha solar PV plus 2ha for the sub stations. The SoR and PS give the solar PV area as 966ha. (a) Please explain the difference between these areas. (b) How are interconnecting corridors taken into account in the land use efficiency calculation?</p>	<p>will be determined during detailed design, following selection of the panels and further environmental surveys.</p> <p>The data for Figures 6-5 and 6-6 in the Statement of Need <b>[REP5-015]</b> is derived from irradiation data made available through the PV-GIS system (<u>JRC Photovoltaic Geographical Information System (PVGIS) - European Commission (europa.eu)</u>) at an hourly resolution.</p> <p>(a) Paragraph 6.1.6 of the Efficiency Note <b>[REP3-038]</b> states that Works No 1 is 748.7 ha. This is the maximum area which solar PV and field stations can be installed. Works No 2 is 2.01 ha and will include the onsite substation.</p> <p>It is the Applicant's understanding that the 966ha that the ExA refers to is taken from Paragraph 2.2.3 of Chapter 2: The Scheme, ES Volume 1 <b>[APP-055]</b>, which states that the Solar PV Site is 966.4ha. It refers to the rest of the site being Ecology Mitigation Area, Interconnecting Cable Corridor, Grid Connection Corridor, and Site Accesses. Paragraph 2.2.3 notes that the Solar PV Site includes the solar PV, the onsite substations, and areas of habitat creation and enhancement. By taking this value, the ExA is including land used to deliver voluntary enhancement such as biodiversity net gain. The Works Plan <b>[APP-008]</b> and corresponding draft DCO <b>[REP6-003]</b> clarify that</p>

ExQ3	Respondent	Question	Applicant's Response
			<p>solar PV can only be built within Works No 1, which is 748.7ha.</p> <p>The Efficiency Note applied the approach that was agreed by the ExA and SoS for Mallard Pass Solar Farm which incorporates SAT configuration and presented an acres / MW ratio based on Works No. 1 and the MWp dc.</p> <p>(b) Interconnecting corridors are Works No 4. The Efficiency Note explains that this is for general works as described in the Draft DCO <b>[REP6-003]</b>. This area is not taken into account in the land use efficiency. This land will be reinstated following installation of the cables and returned to its current land use. It is therefore not given over to solar PV.</p>
<b>2. Compulsory Acquisition, Temporary Possession and Other Land or Rights Considerations</b>			
Q2.0.1	The Applicant	<p>Book of Reference [REP4-004], Schedule of Negotiations and Powers Sought [REP6-005]. Plots 5/17 (Parkin).</p> <p>Please provide an update on the situation with this landowner having regard to the latest position reached with Natural England.</p>	<p>The latest version of the Schedule of Negotiation and Powers Sought <b>[REP6-005]</b> reflects the latest position in relation to this landowner.</p> <p>The Applicant has signed heads of terms in place with this landowner for use of the land for solar PV and is now progressing a voluntary agreement with this landowner to use the land for mitigation.</p>
Q2.0.2	The Applicant	<p>Plot 14/72 (Robert Axup and Matthew Axup). Please provide an update on the situation with these landowners.</p>	<p>The latest version of the Schedule of Negotiations and Powers Sought <b>[REP6-005]</b> reflects the latest position in relation to these landowners. The</p>

ExQ3	Respondent	Question	Applicant's Response
Q2.0.3	The Applicant	Plots 18/97, 18/101 and 18/106 (David Hunt and Robert Hunt). Please provide an update on the situation with these landowners.	Applicant continues to seek a voluntary agreement with these landowners to secure the rights required to install a cable. Compulsory powers are required to ensure the Scheme can be delivered, should voluntary negotiations be unsuccessful.
Q2.0.4	The Applicant	Plot 18/98 and 18/102 (Leak). Please provide an update on the situation with this landowner and explain the implications for the scheme in the event that an agreement cannot be reached.	This landowner has agreed to commence negotiations to enter into a voluntary agreement if: (1) the DCO is granted; and (2) following detailed design and further to archaeological trial trenching, the route of any cable installed in their land is known. Compulsory powers are required to ensure the Scheme can be delivered, should voluntary negotiations be unsuccessful.
Q2.0.5	The Applicant	Plots 19/119 and 19/120 (Bruce Hare and Sylvia Hare). Please provide an update on the situation with these landowners.	The Applicant received signed Heads of Terms from these landowners on 8 October 2024. The formal voluntary agreement is now being progressed
Q2.0.6	The Applicant	Plots 21/145, 21/148, 21/149, 21/152, 22/155, 22/159, 22/163, 22/164, 22/166, 22/167 and 22/168 (Drax	The latest version of the Schedule of Negotiations and Powers Sought <b>[REP6-005]</b> reflects the latest

ExQ3	Respondent	Question	Applicant's Response
		Power). Please provide an update on the situation with each of these plots including their interactions with National Grid interests.	position in relation to this landowner. The Applicant continues to engage with National Grid and Drax Power over the interactions with the land owned by Drax Power. This will be finalised at the detailed design stage. Following this, a voluntary agreement will be entered into in negotiation with the commercial and technical teams at Drax Power, as required.
Q2.0.7	The Applicant	Plot 22/171 (Susan Atkinson and John Atkinson / TagEnergy). Please provide an update on negotiations with TagEnergy.	The Applicant and TagEnergy have discussed the potential interactions of the schemes, which are currently subject to ongoing discussions with National Grid. Compulsory powers are required to ensure the Scheme can be delivered, should voluntary negotiations be unsuccessful post-consent and following detailed design.
<b>3.0 Draft Development Consent Order (DCO)</b>			
<b>3.1 Articles</b>			
Q3.0.1	The Applicant and the EA	Article 6 Application and modification of statutory provisions. a) The Applicant and the Environment Agency (EA) Please provide an update on the EAs concern over the disapplication of Flood Risk Environmental Permitting regulations and whether this matter will be resolved before the end of the Examination through the use of Protective Provisions (PP).	(a) The Applicant's solicitors had a meeting with a representative from the EA on 14 October 2024, in which the EA's representative confirmed that the EA is undertaking a final review of the wording of the updated PPs for the protection of the EA included by the Applicant at Part 5 of Schedule 14 to the draft DCO submitted at Deadline 6 <b>[REP6-003]</b> . The EA's representative noted that if (as expected)



ExQ3	Respondent	Question	Applicant's Response
		<p>b) The Applicant Please provide an update on any agreements reached with the Ouse and Humber Drainage Board regarding the disapplication of the statutory provisions relevant to that body.</p>	<p>the EA confirms agreement to the wording of the PPs, it will write to the Examining Authority to confirm consent to the disapplication of Environmental Permitting regulations relating to flood risk on or before Deadline 7.</p> <p>(b) The Ouse and Humber Drainage Board has provided an in-principle agreement to the terms of the relevant disapplications sought in the draft DCO. The Applicant understands the Ouse and Humber Drainage Board is finalising this position and the Applicant has continued to chase to seek final confirmation, but as yet that has not been forthcoming. The Applicant will continue to chase the Ouse and Humber Drainage Board to obtain its consent to disapplication required for Article 6 of the DCO, and will provide that consent directly to the Secretary of State.</p>
Q3.0.2	The Applicant	<p>Articles 34 and 35 Transfer of the Benefit of the Order. Applicant's response to ExQ1 Q4.0.2. [REP1-081].</p> <p>The Applicant considers that it is not necessary to amend the DCO as suggested in ExQ1 Q4.0.2 since any new entity receiving the transfer of the benefit of the Order would become the undertaker as defined in Art 2 and the requirement to secure a guarantee from the SoS under Art 47(1) would bind on it in the same way as it would on the original undertaker. However, Art 35(4)b draws a distinction between the transferee /</p>	<p>The Applicant does not consider that this amendment to the draft DCO is necessary.</p> <p>The Applicant notes the wording of Article 35(4)(b), but notes this has to be read in context of the article and not in a silo. In the next sub-paragraph, Article 35(4)(c) provides the protection that the ExA is seeking:</p> <p>“the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant</p>

ExQ3	Respondent	Question	Applicant's Response
		<p>lessee and the undertaker with regard to enforcing the transferred benefit. This suggests that the transferee/lessee and the undertaker could be different entities following any transfer. As such, my initial concern remains that the guarantee / security given by the original undertaker under Art 47(1) may not bind following the transfer of the benefit of the DCO to a transferee / lessee. Please consider amending the DCO to make explicit that any transferee / lessee would be required to obtain the consent of the SoS for any guarantee / security before exercising the powers defined in Art 47(2).</p>	<p>is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker”</p> <p>This sub-paragraph clarifies that the exercise by a person of <u>any benefits or rights</u> conferred in accordance with <u>any transfer or grant</u> is bound by the <u>same restrictions and obligations</u> throughout the draft DCO. This includes the restriction on exercising CA powers without obtaining the consent of the Secretary of State for any guarantee / security as required by Article 47(2), as if the transferee or lessee were the original undertaker. Any transferee or lessee who exercised CA powers without having the necessary approved security in place would be committing an offence.</p> <p>Therefore, there is no risk that a transferee / lessee would not have to obtain the Secretary of State's consent for any guarantee / security before exercising the powers defined in Article 47(2), regardless of the actions of (and any guarantee / security already given to) the original undertaker.</p> <p>The Applicant also notes that the ExA's schedule of changes to the draft DCO suggest an amendment to the definition of Article 47(1). The Applicant considers this to be unnecessary as the definition of “undertaker” in Article 2(1) already includes any</p>

ExQ3	Respondent	Question	Applicant's Response
Q3.0.3	The Applicant	Article 49 Crown Rights. Schedule of Negotiations and Powers Sought [REP6-005].  Please provide an update on discussions with the Crown authority regarding the requirement for consent under s135(1) of the PA2008.	<p>transferee or lessee pursuant to Article 35 of the DCO, as follows:</p> <p><u>“undertaker” means East Yorkshire Solar Farm Limited (company number 14103404) and any other person who for the time being has the benefit of this Order in accordance with article 34 (benefit of the Order) or article 35 (consent to transfer the benefit of the Order);”</u></p> <p>The Applicant continues to engage with solicitors acting for the Crown Estate in relation to the Applicant's request for Crown consents pursuant to s135(1) and (2) of the PA 2008. On 09 October 2024, the Applicant returned its comments on the draft s135 consent documents received from the Crown Estate's solicitors. After further engagement with the Crown Estate's solicitors, the Applicant understands that these documents are now with the Crown Estate for final sign-off, and the Applicant therefore awaits engrossment versions of these documents for signing. When signed, the Applicant and the Crown Estate will submit the s135 consent documents to the Examining Authority or, if the final consent is received following close of Examination (noting this is a common occurrence), directly to the Secretary of State. The Applicant understands that there is no reason why this consent should not be forthcoming and it is simply a matter of timing.</p>

### 3.1 Schedule 14

<b>ExQ3</b>	<b>Respondent</b>	<b>Question</b>	<b>Applicant's Response</b>
Q3.1.1	The Applicant and National Gas Transmission	<p>Applicant's Closing Submissions [REP6-023]. PP Part 9 National Gas Transmission.</p> <p>Please provide an update of discussions on the bespoke Protective Provisions for NGT. Please clarify the nature of the outstanding drafting points and explain why they would not affect the protection of NGT's interests.</p>	<p>The two outstanding drafting points which were subject to discussion between the parties were:</p> <ul style="list-style-type: none"><li>(1) Addition of "intrusive" before "monitoring" in the definition of commence in paragraph 118 of Part 9 of Schedule 14; and</li><li>(2) Addition of "referred to in sub-paragraph (7)" after "authorised works" in sub-paragraph 127(7)(a) and (b) of Part 9 of Schedule 14.</li></ul> <p>The first drafting point was considered necessary by the Applicant to ensure that the protections offered by the provisions are triggered by intrusive monitoring i.e. monitoring which may may affect NGT assets, as otherwise there is no interaction between the projects.</p> <p>The second drafting point is a simple cross-referencing addition which was considered necessary by the Applicant to ensure that the provision of insurance and security remains linked to the purpose and intention of the wording in the main body of sub-paragraph (7) i.e. works in the vicinity of NGT assets.</p> <p>The Applicant notified NGT that it had included this wording within the draft DCO at Deadline 6 and received an acknowledgement of the same. As such, the Applicant considers the wording to be agreed between the parties.</p>

ExQ3	Respondent	Question	Applicant's Response
			The Applicant notes this wording is substantially the same as that agreed with NGET and included at Part 7 of Schedule 14 of the draft DCO.
Q3.1.2	The Applicant and Ouse and Humber Drainage Board	Applicant's Closing Submissions. [REP6-023].  PP Part 3 Ouse and Humber Drainage Board. Please provide an update of discussions on the Protective Provisions for the Board.	The Ouse and Humber Drainage Board has provided an in-principle agreement to the protective provisions for the protection of drainage authorities set out in Part 3 of Schedule 14 to the draft DCO. The Applicant understands the Ouse and Humber Drainage Board is finalising this position and the Applicant has continued to chase to seek final confirmation, but as yet that has not been forthcoming. The Applicant will continue to chase the Ouse and Humber Drainage Board to obtain this confirmation.

#### 4. Public Rights of Way

Q4.0.1	The Applicant	EQ2 Q9.0.1 [PD-008] sought clarification of the proposals for the maintenance and reinstatement of the surfacing of PRow's. The Applicant's response [REP4-030] added text to paragraph 5.2.3 of the CTMP [REP4-009] to include PRow's in the conditions surveys. However, that still does not provide an enforceable commitment to undertaking any works necessary to ensure the reinstatement and ongoing maintenance of the PRow's. Such a commitment may be more appropriately located in the CEMP/OEMP. Please consider this matter further.	<p>Any PRow temporarily diverted during the construction phase will be reinstated prior to the operational phase.</p> <p>It is not anticipated that PRow will need to undergo any works for reinstatement following construction. Notwithstanding this, paragraph 5.2.3 of the CTMP <b>[REP4-008]</b> does provide for pre and post construction condition surveys for PRow if construction works were to result in any deterioration of their condition. The Framework PRow Management Plan <b>[APP-245]</b> at paragraph</p>
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**ExQ3    Respondent    Question**

**Applicant's Response**

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3.7.4(h) and paragraph 3.7.5(c) commits to reinstating PRoW following construction.

PRoW will not be maintained during operation as this is the responsibility of the Local Authority. Vegetation adjacent to the PRoW within the Solar PV Site will be maintained and this is secured through the Framework Landscape and Ecological Management Plan **[AS-040]**. Section 4 of the Framework PRoW Management Plan **[APP-245]** discusses PRoW management during operation and states that the existing PRoW which pass through or run adjacent to the Order limits are expected to be unaffected during the operational phase. It adds that Temporary Traffic Management, PRoW diversions or closures are not expected to be required during operation and the majority of vehicles accessing the Solar PV Site will be maintenance vehicles/Light Goods Vehicles and will be nominal in number. The Scheme will maintain access to all existing PRoW within the Solar PV Site and retain the existing links to adjacent PRoW routes and highways as at present during operation.

## 2. Abbreviations

<b>Abbreviation</b>	<b>Definition</b>
CA	Compulsory Acquisition
CEMP	Construction Environmental Management Plan
CTMP	Construction Traffic Management Plan
DCO	Development Consent Order
EA	Environment Agency
ES	Environmental Statement
ExA	Examining Authority
ha	Hectares
LGV	Light Goods Vehicle
MW	Megawatt
NGT	National Gas Transmission
PROW	Public Right of Way
PA	Planning Act 2008
PP	Protective Provisions
PV	Photovoltaic
SoN	Statement of Need

