

Adrian Hatton – Affected party.

I own all the private land within Land Plan 7, with exception of Plot 7/6e. I and my business will be significantly affected by A46 scheme FCA at Kelham.

Issues raised at CA Hearing on 3rd December 2024:

Interaction between FCA and Solar Development planning ref: 23/01837/FULM

- 1) The applicant response in 7.10 ref: RR-002 (see below) states that I put forward land for negotiation for use as FCA.

When considering options the Interested Party themselves proposed the areas now being progressed as the most preferable solution minimising the impacts on the proposed solar farm development on the Interested Party's property. The Applicant has tailored the design significantly during the pre-application stage to suit the Interested Party's requirements and minimise the impact on their property and operations.

- 2) This is only partially correct in that, to accommodate the scheme, I engaged in negotiation with the Applicant to see if we could agree a way to use land of mine that was not to be required for solar deployment. However, the Applicant elected to include additional land that was needed for solar deployment, against my wishes, on the stated basis of FCA works not interfering with solar deployment.
- 3) The northern part of Plot 7/4e i.e. part of field SK7655 8525, (approx. 8 acres) was put forward for negotiation towards agreement for FCA use on basis that the solar developer was not intending to deploy PV on that area – the south end of SK7655 8525 (approx. 5 acres) was always required for solar deployment by developer. During negotiation with the Applicant it was made plain that land required for solar deployment would not be put forward voluntarily by myself for use as FCA. However Applicant took the whole field, including that land required for solar deployment and embodied it within plot 7/4e for FCA use. This has increased the burden on the solar developer to adapt their PV planning Application 23/01837/FULM to accommodate FCA/PV dual use and has significantly delayed progression toward grant of Planning Permission by NSDC.
- 4) Delays and poor communication lines between the Applicant and EA (for example - Annex 1) have cost significant amount of time and lost business opportunity to myself and the solar developer. This is ongoing - EA still require information to be supplied by the Applicant to enable them to withdraw their Holding Objection to 23/01837/FULM - that information should be made available without delay.

- 5) The above delay in delivering the solar project is a direct consequence of the A46 scheme taking land for FCA that was not offered by myself and is adversely affecting delivery of critical power generating infrastructure.

Additional Points to consider relating to my land on Plan 7:

- i) The proposed FCA at Kelham is against normal EA principles of FCA being directly adjacent existing watercourses and as discussed by EA in their response to ExQ1, using culverts beneath A617 creates potential blockage and ongoing maintenance requirement. It also creates reliance on the connecting drainage system across land between the Trent and the FCA.
- ii) For the Kelham FCA to work, in addition to culvert work beneath the A617, it requires suitable enhancement of existing drainage system on land East of A617 to ensure free flow of water to and from the FCA with no adverse effect on that land. For example, neither General Arrangement Drawing TR010065, sheet 7 of 7 nor works plan Sheet 7 (REP 3-002) show the presence of the bridge and location of the single (c.250mm?) diameter culvert passing beneath a farm access within Land plot 7/2d – this would have to carry a good proportion of flood water to and from FCA East of A617 – I would welcome details of how it is proposed to upgrade that ditch and culvert to cope with expected volumes of water.
- iii) The DCO plans omit the presence of field access off A617 at SE corner of Red House Field SK7655 8525 (within plot 7/4e) – there is no depiction of the existing gateway and access track on Applicant General Arrangement Drawing TR010065, sheet 7 of 7 (see Annex 2 below), nor is there recognition of preserving existing access points and providing appropriate bridges to afford safe pedestrian and vehicular passage over the Applicant's proposed hydraulic link channel at all times. Other access points depicted are incorrectly located on drawings.
- iv) General Arrangement Drawing, sheet 7 (see Annex 2) and Works Plan sheet 7 do not show the required new access to be constructed to East of A617 to provide access for construction and ongoing maintenance access of the A617 culverts and drainage system on East side of A617 to the Trent.
- v) There must be a robust maintenance programme in place, not just for FCA, but also for all the affected land drainage system above and this must be implemented at the Applicant's cost for the duration of the A46 project.
- vi) Plot 7/2i on Land Plan 7 shows as TPO with Permanent Rights to be acquired: This is the entrance to my private dwelling and the acquisition of Permanent Rights by the Applicant is not justifiable as there will be a dedicated new permanent access to be constructed on E side of A617 to enable access to NH infrastructure (see above).

Negotiation towards Heads of Terms and Option Agreement – Current position:

- My land subject to potential grant of Compulsory Acquisition and Permanent Rights powers by the Applicant is subject to ongoing negotiations to avoid the need for Compulsory Acquisition.
- Draft HoT are not yet ready for legal scrutiny and agreement is not likely to be complete within the foreseeable future.
- Discussion relating to HoT is progressing very slowly with frequent long delays occurring before responses from the Applicant/DV

To illustrate, the timeline of meeting/actions regarding Heads of Terms thus far is below:

- Initially advised by project team that HoT were required by December 2022.
- Applicant's solicitors issued (skeletal) working document HoT on 21/4/2023
- Returned amended by my Agent on 22/6/2023
- Next response on behalf of Applicant was received on 16/5/24 (11 months turn-around time).
- Meetings held to discuss: 2/7/24, 19/9/24, 13/11/24
- Amended draft version HoT received 18/11/24 (7 months turn-around time).
- Discussions ongoing.

Objection to grant of Compulsory Acquisition and/or Permanent Rights of my land by the Applicant:

It is important to note that I and my agent have actively engaged for in excess of two years with the Applicant regarding progressing to signed HoT, with the aim of having an Option Agreement in place in good time – this must equally be engaged with by the Applicant in order to be concluded in good time to allow for legal scrutiny by both parties and signing ahead of grant of DCO.

It is not reasonable to force this to the wire with DCO granted and affording the Applicant Compulsory Acquisition and Permanent Rights powers before a legal agreement can be in place.

Until the matters above are resolved I object to the grant of Compulsory Acquisition powers, Permanent Rights acquisition and grant of DCO for the A46 scheme.

ANNEX 1

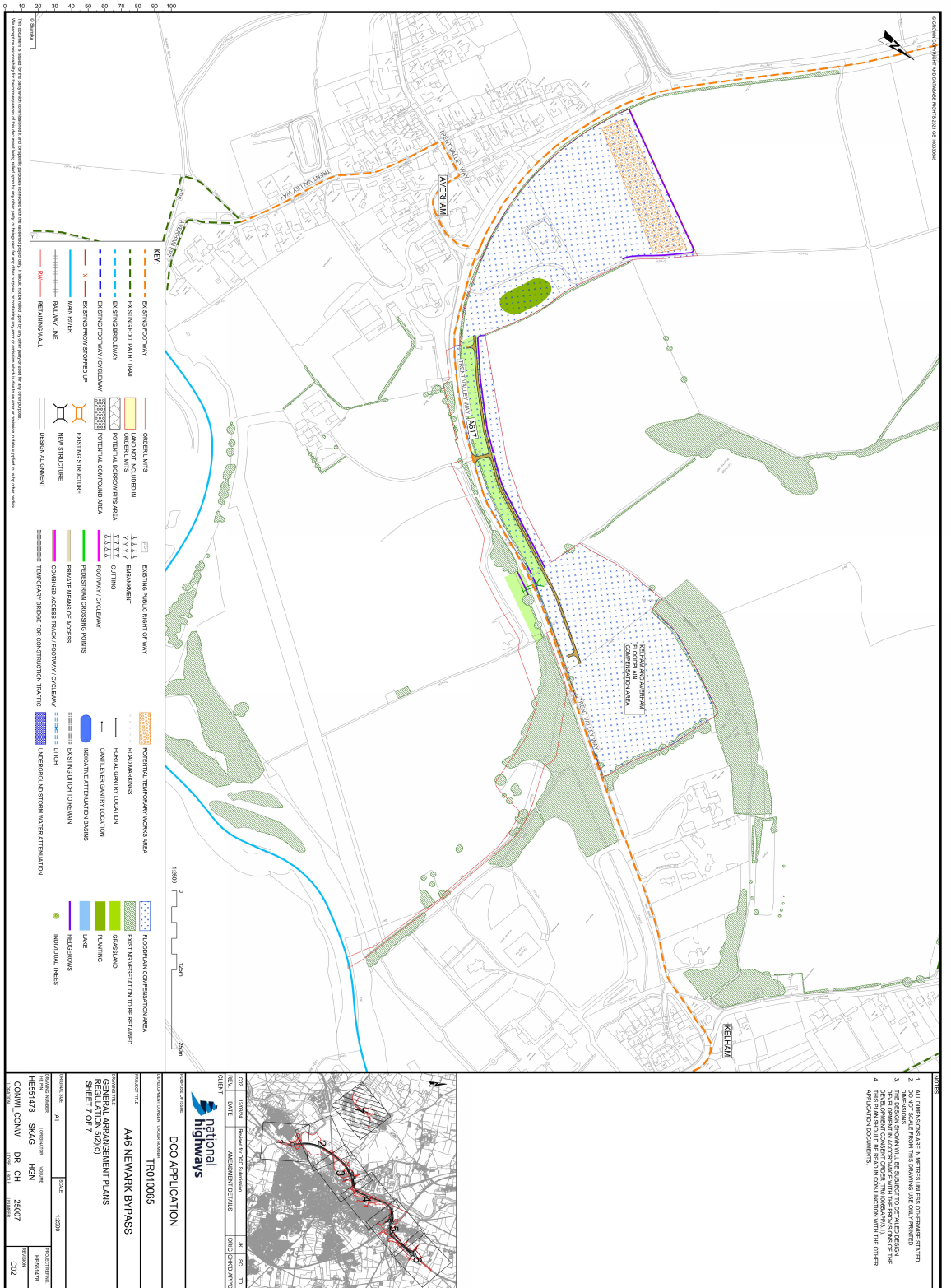
Q4.0.20	The Applicant, NSDC, The Environment Agency (part c)	<p>Effect of the Proposed Development on Proposed Solar Scheme</p> <p>In response to [RR-003]:</p> <p>a) Has application 23/01837/FULM for a solar scheme at Kelham been determined? If not, is it likely to be determined before the close of the Examination?</p> <p>b) Please provide a red line and a general arrangement drawing for 23/01837/FULM.</p> <p>c) Would 23/01837/FULM be deliverable if the land is used as a flood compensation area and if yes do any provisions need to be</p>	<p>(a) N/A</p> <p>(b) N/A</p> <p>(c) Currently, the Environment Agency is not in the position to fully confirm whether the solar farm proposed under 23/01837/FULM is deliverable as we have only been made aware of the proposed development through the examiner's questions and the applicant has not provided details of how the solar farm will interact with the proposed scheme. We have provided a holding objection to NSDC until the applicant has demonstrated that flood storage</p>
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Appendix 1 – Environment Agency (EA) responses to ExQ1

	made in the dDCO to ensure that the delivery of the solar scheme is not prejudiced by the Proposed Development?	area of this scheme is able to perform its function without increasing flood risk to the solar development.
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Annex 2

TR010065-000133-TR010065



From: [REDACTED]
To: [A46 Newark Bypass](#)
Subject: Written Representation - AP Hatton
Date: 13 December 2024 09:28:28

Representation: Adrian Hatton - Affected Person AFP166

Further to my written comments following Hearing CAH2 (submitted 4th December 2024) please see additional comments below:

Peridot Ltd have confirmed their decision to withdraw PV deployment from Plot 7/4e in order to progress Planning Application 23/01837/FULM - this is due entirely to the presence of the A46 scheme taking land designated for PV development and is necessitated due to ongoing cost and delay regarding EA concern for dual use of Kelham and Averham FCA.

I reserve a position to claim compensation against financial loss due to withdrawl of PV deployment within Plot 7/4e, which adversely affects delivery of Critical Infrastructure and compromises business activity for both the solar developer and myself as delivery partners in the solar scheme.

Regards
Adrian Hatton

13th Decemeber 2024