



Hearing Transcript

Project:	East Park Energy
Hearing:	Compulsory Acquisition Hearing 1 (CAH1)
Date:	10 June 2026

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Wed, Jun 10, 2026 10:00AM • 1:02:58

Good morning. It is now 10am and time for this hearing to begin. I'd like to welcome you all to this compulsory acquisition hearing on the East Park Energy Project. Can I just confirm that everybody can hear me clearly, and can I also confirm with the case team that live streaming and recording of the event has commenced. Thank you. My name is Graham Sword. I've been appointed by the Secretary of State to be the lead member to examine this application, and I'll deal with a few housekeeping matters for those attending in person. Can everyone please set all devices, smart watches, and phones to silent? If you need the toilets, these will be found on the ground floor, and there are no fire alarm tests due today. So, if the alarm goes, we need to treat it as the real thing, and leave calmly and quickly. Fire exit is to the rear of this room, to my right. The fire assembly point is to the front of the building, in the car park. This meeting will follow the agenda published on the National Infrastructure Planning website on the 18th of May 2026 examination library reference EB 8001 It'd be helpful if you had a copy of this in front of you. The agenda is for guidance only, and I may add other considerations or issues as we progress. I will conclude the hearing as soon as all relevant contributions have been made and all questions asked and responded to. If the discussions can be concluded, then it may be necessary for me to prioritize matters and defer other matters to further written questions. Likewise, if you cannot answer the questions being asked or require time to get the information requested, can you please indicate that you need to respond in writing. Today's hearing is being undertaken in a blended way, meaning some of you are present with us at the hearing venue, and some of you are joining us virtually online using Microsoft Teams, we'll make sure that you, however you've decided to attend today, you will be given a fair opportunity to participate. A recording of today's hearing will be made available in the East Park Energy section of the National Infrastructure Planning website as soon as possible after the hearing is finished, with this in mind, please ensure that you speak clearly into a microphone stating your name and who you are representing each time before you speak. For those with a microphone, you need to press the button to work, and the red light indicates that the microphone is live. If you're not at a table with a microphone, there is a roving microphone, so please wait for one of these to be brought to you by the case team before you speak. A link to the planning inspectorates privacy notice was provided in the notification for this hearing. We assume that everybody here today has familiarized themselves with this document, which establishes how the personal data of our customers is handled in accordance with the principles set out in data protection laws. Please speak to the case team if you have any questions about this. Sorry, I'm aware we have some affected persons who are here or have representatives here. You will be given an opportunity to address the examination at the relevant point of the agenda. I'm now going to ask those of you who are participating in today's meeting to introduce yourself, starting with those in the room, when I state your organisation's name, could you introduce yourself, state your name and who you represent, which agenda item you wish to speak to. If you are not representing an organization, please confirm your name, summarize your interest in the application, and confirm the agenda item upon which you wish to speak. Please, could everybody also state the title by which to be addressed, i.e. mr. and mrs. Ms. or Miss? So, can we start with the applicant team, please.

Good morning, sir. My name is Leticia Mandra. I'm with Bert Salmon Solicitors, representing the applicant, Miss Leticia Mandra. I think I will be speaking on all of the items on agenda item three, and I will allow my team to introduce themselves, starting on my left.

Good morning, Julian Boswell, Solicitor with Burgess Salmon. mr. Julian Boswell, on behalf of the applicant.

Good morning, sir. My name is William Noble. I'm a solicitor at Burges Salmon, appearing on behalf of the applicant.

Good morning, sir. My name is Gary Bird, from Brockwell Energy. The applicant are not planning to speak today.

Good morning, sir. I'm Nicholas Andrews, and mr. Spinal Nicholas, but I'm from the applicant, and I've assembled a team who I think will speak on our behalf, but here to support if needed. Thank you so much.

Okay. Thank you. Now turn to the host authorities, please.

Thank you, sir. Good morning. I'm Daniel Steadman Jones, counsel for the host authorities.

Morning, sir. Peter Day case, mr. Lead Case Officer for Bedford Borough Council. Thank you.

Morning, Sir Greg Logan, Performa Council Principal Planning Officer, supporting mr. Dacres.

Morning, sir. David Calford from Cambridgeshire County Council.

And so I think Miss Patman should be, should be joining us remotely online on behalf of Huntingdon Shared District Council. Don't know if she's, she can introduce herself, but I think she's attending remotely,

but she's online at the moment.

Apologies, I think she'll be joining at some point.

Okay.

Thank you. Thank you.

I could now tend to any of this statutory parties in the room or online.

Good morning, sir. My name is Miss Rebecca Clutton of Council. I'm appearing on behalf of National Gas. I'm accompanied by Miss Clemmy Edgeworth to my left, who is from my instructing solicitors, Mills and Reeve.

Thank you. Anybody on line from a statutory party? Thank you.

Yes, Jeremy Bloom, representing National Highways.

Thank you. And I can ask for any affected persons to identify themselves for clarity, effective persons, otherwise with an interest in land, which the applicant wishes to use, either permanently through compulsory acquisition, temporarily to allow development to take place, permanent right after, or just temporary to allow development to take place. So, can I ask, if there are any affected parties in the room that wish to speak.

Good morning, sir. Christopher Lacey, local resident. Thank you.

Morning, Tim Price. Mr. I'm here as representing Tim and Trisha Price as an effective party. I don't plan on speak, but on speaking, but if I need to, I will.

Thank you.

Good morning, I'm Mr. James Dubily. I'm a neighbor of the proposed scheme in a few places.

Are there any other interested parties that wish to speak today or online? Okay. Thank you. So, that concludes the first agenda item. I'll move on to item two. Purpose of the meeting. So, the purpose of this meeting is to consider the matters on the detailed agenda, which was published on the 18th of May 2026 Applications for development consent orders are examined principally through the written process. However, these hearings can be held to examine matters where that's helpful to the examining authority. So this is a subject matter controlled agenda that's this means that the matters for discussion today are those matters identified on the agenda. If you have any other comments to make, they should be done in writing through the case team. Um, so that they can be logged on the examination library to assist us and help the smooth running of the meeting. Speakers should ensure that their points are relevant to the agenda item at hand and be polite to the speakers. Please do not interrupt others. I'm hopeful that we will be able to complete all the items on the agenda for this hearing this morning. However, should this not prove possible, then we can look for parties to submit further statements in writing. Can I ask the applicant to keep a record of action points? Thank you. And we will return to that at the end of the meeting. Does anyone have any comments about the purpose of today's hearing? Okay, that concludes item two. So I will.. sorry, I

just wanted to check the what point, because I have an issue with the compelling case point for compulsory purchase powers. Where would you like to take that

at the end under other matters?

Thank you, please.

Sir, excuse me, it's not a, it's not a point on purpose, but just a quick update in terms of Miss Pateman from Huntingdonshire, she's, she is watching on live stream, but and she's trying to connect, and I think people are trying to link her up now, so it will be, she'll be online.

Okay, thanks for the update. Okay, so if we can move on to the first item, the update from the applicant on their negotiations with the host local authorities. You'd ask the applicant to provide that update. Please,

let this year on that on behalf of the applicant. Just by way of background, the applicant is seeking to acquire new rights over some of the plots owned by Bedford Borough Council, Cambridgeshire Borough Council. Why and what powers are we seeking? So we're seeking to acquire, to acquire compulsorily new rights under the public highway and temporary possession over a section of the public highway, mainly relating to the highway bird. The applicant has taken this approach as a necessary to be able to run the cabling underneath the public highway and ensure that the cable route can be laid at a depth beneath the highway strata of land comprising comprise comprising the public adopted highway. It's acknowledged by the applicant that in certain circumstances the depth of the adopted highway can be uncertain, and for that reason we want to ensure that there is enough flexibility to accommodate a cable route that could potentially go way below than anticipated, in order not to

obstruct other utilities already running in terms of temporary possession. These are not technically speaking compulsory acquisition, but we are seeking temporary possession over a section of the highway bid, principally to create new access or improve existing access. Again, due to the uncertainty of the extent of the adopted highway, the applicant wants to reserve a position that provides sufficient flexibility to deliver these works. Our land agents have been actively engaging with both local authorities to seek voluntary agreements. I believe that with Cambridge County Council, the applicant has shared plans showing the extent of the land that is being sought and is currently awaiting feedback, and with Bedford Borough Council, we have been in touch. We have explained the proposal and trying to reach a voluntary agreement for a deed of easement. In the meantime, this is our default position to ensure that the scheme can be delivered. This is all part of the cable corridor. It's essential critical infrastructure enabling us to reach the National Grid substation, that's it from

us, picked up on the statement of common grounds with the local authorities somewhat uncertain whether all the matters will be agreed in relation to compulsory acquisition and temporary possession and. By the end of the examination, can either party give a comment on the current position? Please,

Daniel Steadman Jones, for the host authorities, sir. From the host authorities' perspective, there is progress being made, as Ms. Mandra has suggested, there are ongoing discussions in respect of the powers that have been, or the rights and the powers that have been mentioned, and those are progressing productively. The host authorities, the latest position from the from the host authorities is that there is detailed review going on of in respect of the highways related powers and rights, the land and crown land ground land plan, the street works right of way access plan, the draft DCO agreement, the book of reference, the land and rights negotiation tracker, and the outline public rights of way management plan, all of which obviously bear on the question of how the rights and the potential powers that are sought will be used, and as the host authorities foreshadowed in the original, the first DCO hearing in March, and ongoing through the submissions, there are still concerns around the scope of the rights and the breadth of the rights and powers that are being sought, and how those are going to be ultimately overseen or controlled by highway authorities. However, as I say, the expectation is the progress is being made and will be made, and there will be a resolution to those to those elements, but the again, the head, the headline issues remain the kinds of powers sought, the temporary closures, the alterations, the diversions that are sought, and how those will be overseen, either by way of protective provisions, which is the host authority's preference, or through a side agreement, which is something that is being discussed. So, both those options are at the moment being discussed with the applicant, and it is hoped and expected that there will be a resolution to which to which approach is ultimately agreed upon, and then secondly, there are the remain issues again, which have been were mentioned in the original DCO hearing, and have been put to the applicant and are part of the ongoing discussions around certain definitions in the DCO as between temporary and permanent and things like that and the relationship of the terminology used in the DCO agreement as drafted currently and each phase for example, so these are all subject of ongoing discussion, and at the moment, certainly the expectation and the hope is that there will be agreement reached around all of them.

Thank you for that. Would the applicant like to say anything more?

Yes, Leticia Montana, and we have the applicant. Yeah, agree with all of that. Just to highlight, these are two different things we are talking about the acquisition of new rights underneath the public highway and then a complete separate things is protected provision and a potential site agreement in relation to how we will interact with the local authorities highway network which it's it's beyond the compulsory acquisition argument, so we are, I think, we're all on the same page. We are trying to find the most suitable and proportionate solution to the exercise of powers in relation to the streets and highways, and this is just in relation to the subsoil underneath the public highway to run the cables.

Okay. Thank you. And I look forward to being notified of progress at subsequent deadlines. Anybody else like to comment on that particular issue? Anybody online? Okay. Thank you. So, I now move on to item 3b update and negotiations with the relevant statutory parties. So, I'd like the applicant to present an update that's a case for compulsory acquisition and temporary possession in relation to land currently owned by the statutory parties. Thank you,

William Noble, for the applicant. So, the applicant has been engaged with a number of statutory undertakers who have land interest within the order limits, with the aim of progressing voluntary agreements for the acquisition of rights and to agree appropriate protection. For statutory undertaker's apparatus and interests, the land rights negotiation tracker, which is document reference REP 3019 contains a summary of the statutory undertaker's land affected by the compulsory acquisition patterns contained in the draft ECO. It also summarizes the applicant's engagement with statutory undertakers up to deadline three in respect of land negotiations and protected provisions, I will now provide a short update on negotiations with each statutory undertaker in the context of voluntary negotiations and protected provisions. The statutory undertakers have been categorized with reference to the nature of their land interests within the order limits and the status of any relevant representations made. Firstly, there are three statutory undertakers who have a category one land interest within the order limits and have submitted a relevant representation, which has not yet been withdrawn. These statutory undertakers are National Grid Electricity Transmission PLC, Anglian Water Services Limited, and Eastern Power Networks PLC. In recent respect of national grid, the parties working together to identify the exact point of connection for the scheme. It is expected that the necessary voluntary agreements will be progressed once the point of connection has been confirmed. In the meantime, the applicant is seeking to acquire new rights compulsorily under the draft ECO in relation to this land surrounding and within the National Grid substation, in order to ensure the deliverability of the scheme, the statement of reasons, which is document reference REP 3013 sets out the applicant's approach to the proposed acquisition of rights within the National Grid substation area. The parties are also in active discussion regarding bespoke protected provisions to be included in the draft ECO for the protection of National Grid, which are expected to govern the compulsory acquisition of land in a way that protects National Grid's interests in respect of Anglian Water heads of terms. For the necessary easements are close to being agreed. What appears to be the final element is that Anglian Water have an assumed subsoil interest. The applicant understands that Tangley and Water is seeking legal advice on whether the interest can be included in the agreement, and is awaiting a response. The parties are also in active discussion regarding bespoke protector provisions to be included within the draft DCO. There are only a few matters left to be agreed between the parties, and the applicant is hopeful that the protected provisions can be agreed before the close of examination in respect of Eastern Power Networks. The applicant is in active discussion with Eastern Power Networks regarding a private agreement, which is close to being agreed. It is expected that this private agreement will be completed prior to the close of examination and would allow Eastern Power Networks to withdraw their objection to the scheme. The applicant's land agents have reached out to Eastern Power Networks to confirm that the private agreement under negotiation would resolve all of their concerns regarding the scheme. There is currently a degree of uncertainty around cable easements that the applicant will require within the Eastern Power Networks lease area. However, the applicant's land agents have committed to confirm these in the near future once known. There are two statutory undertakers who have a category two land interest within the order limits and have submitted a relevant representation, which has not yet been withdrawn. These statutory undertakers are National Gas Transmission PLC and RWE Generation UK PLC. In respect of National Gas, the applicant has included its preferred protected provisions at part four of Schedule 13 to the draft ECO, which is document reference REP three double 09 However, the parties are currently in active discussions to agree an updated set of bespoke protector provisions that is acceptable to both parties. The main issue that is currently outstanding between the parties is National Gas is request that the applicant provides security by way of a parent company guarantee,

bank bond, or letter of credit on top of other financial protections in respect of our WE. The applicant is not proposing to offer bespoke protected provisions. Who would, as RWE would be protected by the generic protected provisions for electricity statutory undertakers, which are included at Part one of Schedule 13 to the draft ECO.

However, the applicant has reached out to our WE for completeness. Additionally, there are four statutory undertakers who have a category two land interest within the order limits, but these statutory undertakers have not submitted a relevant representation. These statutory undertakers are Vodafone Limited, EU Networks Fiber UK Limited, Giga Clear Limited, and UK Power Networks Operations Limited. The applicant has included generic protected provisions at parts one and two of Schedule 13 to the draft ECO, which benefit electricity, gas, water, sewerage, and telecommunications undertakers. It is the applicant's position that these generic protected provisions will adequately protect the statutory undertakers in this category. The applicant is also engaged with two statutory bodies with land interests within the order limits, who have submitted a relevant representation, which has not yet been withdrawn. These statutory bodies are National Highways Limited and the Environment Agency. In respect of National Highways, the Applicant had originally issued heads of terms to national highways, but were later informed that they will not need to be involved if their interests identified within the operational highway. Sorry, if their interests identified were within the operational highway of the local highway network. The applicant understands this to be the case due to the de trunking of Bushmead Road, and as such the applicant is seeking to voluntarily acquire the relevant rights from Bertford Borough Council. Instead, in respect to the Environment Agency, the parties are in discussion regarding a voluntary agreement for the freehold acquisition of the Environment Agency's land, which has been specifically requested by the Environment Agency. The applicant has issued heads of terms to the Environment Agency and is awaiting feedback. Neither of these statutory bodies are currently requesting bespoke protected provisions from the applicant. Finally, the applicant has included protected provisions for the protection of drainage authorities at part three of Schedule 13 to the draft ECO. The applicant remains in discussion with the local authorities regarding the draft ECO and hopes that protected provisions can be agreed with the relevant lead local flood authorities before the close of examination. That concludes my statement. Thank you.

Thank you, mr. Noble. I did have some questions, but you've answered them within your presentation, so thank you. Would any of the statutory undertakers, either in the room or online, like to make any comment.

Yes, Rebecca Clutton for National Gas. In terms of the state of discussions between the parties, I can confirm that on the whole the discussions regarding bespoke protective provisions are progressing well, as the applicants indicated. There is one issue that appears to be between us in particular, and that is the provision of both acceptable insurance and acceptable security in support of the indemnity. It was described just a moment ago by the applicant as being something that was sought on top of other financial protection, and I just want to come back to that in a moment, but what I really want to do is ensure that you understand why this particular provision is so important, and in fact that what the applicant is proposing is unconventional. You all appreciate that National Gas needs to ensure that damage to its assets is first of all, in the first instance, avoided, but if it is to arise, that it's appropriately indemnified, and that the public purse, ultimately, that the undertaker and the public purse aren't responsible for any losses that might occur, and to that end, it is conventional for orders to provide for an indemnity, which is then backed up by both insurance and security, and you'll appreciate, sir, the importance of an indemnity being backed up in that way, because frankly, you can make an offer to indemnify anything. I could say to you now, you know, I'll indemnify you to the tune of 100 million pounds. If you don't have 100 million pounds, that indemnity is worthless. Now, in terms of having both insurance and security, the intention, obviously, is ordinarily that insurance will cover the majority of

situations where and where the indemnity is required to be called on, but it won't always, and there are really a number of really important things to understand about this. First of all, is that National Gas has no control over the coverage that is sought by the applicant or any exclusions or the terms, and that's with the exception of the amount for which the security, the insurances sort, and you'll see that in the protective provisions that we've provided in rep 3081 so in those you see that for acceptable insurance, what that means is insurance that's to the tune of 50 million pounds in broad terms. So, beyond that, we don't have any control over the terms. There is therefore always a risk of uninsured events arising, and furthermore, there is also always the potential for the risk of insolvency on the part of an insurer, and whilst those events might be low probability in the in the in the circumstances in which they arise, they can have potentially an extremely serious financial impact on national gas, and consequently the public purse, if any of those events arose and the indemnity had had to be called on, then that would leave National Gas exposed and it would be unsurprising to you, sir, that that is a matter that would be unacceptable both to National Gas and, of course, to the regulator who require National Gas to operate a safe, efficient. And economic system, and those are all matters that are addressed, as I say, in rep 3081 but the consequence of the potential for gaps or otherwise of a failure of insurance means that national grid, national gas, in addition to the insurance requires a security which is intended really to plug the gaps in the event that the insurance falls short, so it's, it's not something that's on top of other financial protections, it is underwriting those other protections, and in the vast, in the vast majority of cases, if the applicant, as developers, acted appropriately and not caused damage, then hopefully the indemnity is never called on. But even if an accident happens, something arises, there's damage to the national gas network, it's really important to ensure that that it's appropriately backed up now I said earlier that it was conventional in the last five years, with one exception. Every solar farm order that has been made has contained both the acceptable insurance and acceptable security provisions.

The only one that didn't in the last five years was the Longfield Farm Solar Scheme of 2023 that didn't contain actually even insurance for Enget, that's that one one that was one that National Gas wasn't affected by, but this was one that was where the provision would have otherwise related to Enget, and in that case the examining authority's recommendation report made clear that the parties had agreed a confidential side agreement outside of the order that appears to be why matters aren't dealt with on the face of it, so it is conventional. It's also been the subject that the topic of acceptable insurance and acceptable security has also been the subject of detailed consideration in both the recent Viking CCS and Dogger Bank examinations, Dogger Bank South, and in both of those instances where there has been detailed scrutiny of the position, the examining authority has accepted that position, so recognizing so that there aren't any other hearings that are proposed for compulsory acquisition, or indeed any other matters at this stage. I just wanted to ensure that you're absolutely clear about the importance of this, and why it is, as I say, entirely conventional for these provisions to be in place.

Yes. Thank you. The applicant, like to come back with its current position.

Yeah, Leticia Mundra, on behalf of the applicant, we will respond in writing to the submissions made at deadline three, but National Gas - those submissions were slightly out of date because negotiations had progressed, so it's just one outstanding point. We understand. understand the position. What we are trying to convey is that for this specific scheme, and we are asked by government guidance to consider the bespoke circumstances of each scheme. They are excessive and disproportionate, that is because there is very, very small areas of interaction in the panel areas where the national gas pipes run. We have allowed a almost 25 meter corridor around national gasses pipes, so that no infrastructure will be sitting on top of the pipe, and in the instances where we cross underneath a public highway, that is an that probably happens in pretty much every single scheme, and we are carrying those works entirely in accordance with national gas requirements, so on that basis we maintain that is disproportionate, then in terms of provision, sorry, precedence, there's a few recent orders where this

was not included, and one is another recent solar scheme, in addition to Longfield, is Heckington Fen DC Solar Park DCO 2025 and then there's plenty of road schemes like the A one to two Lower Stains Crossing, Sheringen Dungeon Extension, Offshore Wind Farm A 66 and Net Zero Teesside have not included such provisions, we are not trying to cut corners. We will be happy to discuss the terms of the insurance with National Gas, and we are willing to provide insurance and indemnity. We would be insistent on the fact that adding the. Security would not be proportionate to this specific scheme. Thanks.

So, further negotiations are planned again. Look forward to receiving progress of the relative positions and future deadlines. Hopefully, that both parties can come to an agreement. Any other statutory parties in the room that would like to say anything?

So, Rebecca Clutton for National Gas. Just before we move on from that, I would just like the opportunity to respond to two of those points, hopefully, because some of it can inform potentially what is said in those further representations, to which I appreciate we'll have an additional response opportunity to respond, but just first of all, in terms of the small areas of interaction and a 25 meter corridor, it's my understanding that that's not what's been presented to our team to date. Obviously, we can, we can think about that, but ultimately that doesn't affect the point that this is a low risk but high probability, but high low risk but high risk, high damage, highly forgive me, put my teeth back in, highly damaging outcome if it arises, and so that is, you know, fundamentally that the fact that there is, in this case, they say an even lower risk of interaction doesn't mean that if there, if damage arises, that the security won't need to be called on. Furthermore, frankly, if the position is that it's very unlikely to be happening, it's really difficult to see why the party won't just agree to this going in, because it's very unlikely ever to be called upon. It's really difficult to understand that, and then just finally, in relation to some of the other orders, it's not suggested that there are no other orders that don't contain these provisions, but in particular, with some reference to some of those mentioned in relation to national highways, for example, those schemes, the road schemes, often they have separate agreements with other parties, freestanding agreements between the statutory undertakers, and that is the reason why they don't appear on the face of the order. They are not precedent for the idea that these provisions aren't necessary, and in relation to, for example, the Sheringham and Duan Order, again, that was one where the both the examining authorities recommendation report and the decision letter of the Secretary of State were ultimately clear that separate commercial agreements had been reached with National Grid and National Gas, which is why they weren't on the matters appear not to have been on the face of the order. So, with respect, the precedents that are suggested don't mean that these provisions are not necessary. It may be that in other cases they're dealt with in different ways, but no doubt we'll hear about more about that in the written cases. But, sir, as I say, this is our only opportunity to deal with these matters orally, so I'm grateful for that further opportunity.

Thank you for that. The applicant would like to care. Thank you. Any other statutory parties in the room that would like me a comment? Okay, I'll move across to Microsoft Teams. mr. Jeremy Bloom has his hand up. If you'd like to,

thank you, sir. Jeremy Bloom, representing National Highways. I can confirm that National Highways has no interest in the plots that were identified against its ownership in the book of reference is fairly minor point, but as is quite common, when the road was de trunked, the ownership will have passed to the local highway authority, and that is where the ownership sits. However, it's commonly the case that the details were not updated with the land rest registry, hence it showed us national height with ownership. I haven't, I don't know whether the applicant has updated the book of reference. I haven't reviewed it again recently, but if it hasn't, it would be helpful to update the book of reference to reflect the correct ownership of those plots, just to avoid any misunderstandings in the future.

Thank you. Thank you, mr. Bloom. Could the applicant confirm the issue with the book of reference?

We're entirely aware of this, and it has happened to us in other schemes. The reality is that the title still comes up on National Highway, so we will need to fight. We haven't been able to get a copy of the detrunking order from the local authority, so we are considering how the book of reference. Can be updated when the land information still is on national highways, but we'll continue to work on that.

Thank you for that. Are there any other comments on this agenda item? Okay. Thank you, so I will move on to item 3c So I'd like to ask the applicant to present an updated case for compulsory acquisition and temporary possession in relation to land currently owned by private affected parties. Specifically, would be good to hear whether our objections that have not yet been resolved.

Etsia Mandra, for the applicant, there are two landowners with category one interest within the order limit with outstanding objections. These, they're both present: James Dubily and Patricia Ann Price and Timothy George Price. These two interests relate to subsoil interest again underneath the highway. My explanation, given beginning of the hearing supplies, is just flexibility to be able to run the cables underneath the highway if required to go further down, my understanding is that a deed of easement for the subsoil interest has been shared with mr. Jubilees' land agents, and there's been an active negotiations. At this point, we're just clarifying technical points in terms of explaining why this is needed, the extent and more realistic prospects of building that this is also Prop 1016 I believe, where Anglian Waters Bump Station is located, and the next one is Patricia Ann Price and Timothy Price. We are looking to enter into conveyance to transfer the subsoil interest, and has been in active dialog with these parties. That's my understanding. We don't have anything else to add. Those are the only two parties with outstanding objections.

Okay. yes. Thank you.

I would say not particularly active. I've had a couple of emails, but I've been, I've made been made a derisory offer for the effort I'm going to have to go through, and it's just been sort of left like that, really. So, I wouldn't have said they've been particularly active.

Could you just confirm, just for the transcript, who you were and who you represent, please?

Sorry, my name's Tim Price, representing Tim and Patricia Price.

Thank you. Should I just respond?

Edith, and we have the applicant. Nothing to add, except that an offer has been issued to both parties, and we are in, we're seeking voluntary acquisition.

Yes. Thank you, mr. Dubly.

Yeah, hello, sir. I'm James Duoberly, representing myself as I mentioned, I'm a kind of neighbor of the scheme in a couple of places. I have an interest in several verges that are being proposed, either for temporary possession or acquisition of rights, which are shaded green and blue, respectively, on land and crown land plan. So one is one just referenced, which is that site access 16, which is the main site entrance on the B 645 between Stoughton and Hale Western. I've got interest in land to the north and west of the site entrance, and this covers areas 1016 in the blue area, which was just talked about and 1018 which is green, also at site access 12, which is the entrance by Garden Farm, just west of the

town in Great Stoughton. I own the land to the north of the road there, which is Area Seven Seven, and I'm also a trustee of Great Stoughton Parish Charities, which owns the field of field to the north of seven one, all these areas have farm accesses of some shape or form. Just starting with the green areas, I'm particularly concerned about protecting the important farm accesses. That's particularly the case in 1018 where there's a major farm access that leads north to Gaines Lodge Farm, and I'm also concerned about maintenance of drainage, farm drainage, verge biodiversity, including the preservation of recently planted hedges on these green areas. The developers made no attempt to negotiate or pay to acquire these temporary possession rights, but as Ashley assured me by email that this requirement is only for visibility purposes at the access points, so just my request, one is that on the basis that only the only stated requirement is visibility, which is in the case of 10 eight on the northern verge of the B 645 I would put it to use for the examiner that temporary possession at 1018 or indeed at the other locations is not at all necessary and should be withdrawn. Alternatively, I'd be grateful if you could require the developer to provide a binding legal undertaking that it will not use the verge in any way that obstructs or compromises our important accesses. Just turning the blue shaded land at 1016 which is the main site access? 16, the developer has approached me about acquiring a right through the subsoil, and I've been sent a draft easement letter for a cable to the nearby Anglian Water Pumping Station, which is about a couple 100 meters northwest along the B 645 from the site entrance, and this draft easement seemed to be consistent with the draft DCO. I have engaged in this process and asked land agent to review the easement, but just through these discussions in the last couple of days, I've just heard that the developer would like actually to have a water pipe in this section, and not a not a cable, so we might be back to the drawing board on on that one. So, my request, too, is to ask you, so the examiner to require the developer to provide board detail and specification on what they're actually seeking to put in the verge, then rule on whether this is a material change to the project, and also a view on whether the in these circumstances the applicant can still maintain a case for compulsory purchase. Thank you.

Thank you. Can I ask the applicant to respond on those issues, please?

Leticia Mandarin, we have the applicant just first to highlight the green land, or land for which we're seeking temporary possession, is not land we are seeking to acquire compulsorily. The relevant articles within the draft DCO contain provisions for compensation, but it's not a purchase as such as we would do for Blue Land or the acquisition of new rights, and with anything we're seeking such powers of compulsory acquisition of temporary possession. This is a an estimate, we may not need that, it may be less than that will never be more than that, in terms of what we are proposing to do on the temporary possession plots. The schedule 11 to the DCO contains a list of those plots, and also the works we're proposing. How far, or I appreciate that as the design evolves, we would have more clarity on what is to be agreed, but we are happy to discuss this in more detail and provide commitments to the extent that we can at this stage that these will not be obstructing. Thank you.

And what about mr. Jubilees' point about withdrawing rights on 1018 and the legal undertaking that he was

Ladysa and Rambli have the applicant, we cannot commit to that at this stage, we can take this back as an action point and revisit the extent of plot 18, sorry, 1018 which is pretty much entirely on the public highway anyways, but we can revisit this.

Yes, thank you, mr. Dubly.

Just, just on the first one, I'm happy to engage just on that Greenland. It didn't sound to me like a compelling case for temporary possession, which I thought was the hurdle, but I'm happy to engage in that process. We're just concerned about the farm access points.

Sorry, just to reiterate, it's not compulsory acquisition of land, so the compelling case applies to the acquisition of new rights in free hall acquisition.

Thank you. Like, say anything else? Are there any other fact-affected parties in the room that would like to comment. Thank you. So that concludes. So I'll move on to any other matters relating compulsory acquisition and temporary possession that anyone wishes to raise.

Christopher Lacey, local resident. The point I'm wishing to make is a fundamental point. It's my opinion that and I believe that there is not a compelling case there is a lack of a compelling case in the public interest as required by section 122 of the planning act 2008 the scheme is spread out over four sites connected by underground cabling spread it over more than six miles with challenging topology for the, in a particularly north-facing panels, and you know, as a solar complex, it is relatively inefficient, and it appears to me highly debatable whether the scheme does add to the government's net zero mission and objectives. The sourcing manufacture of solar panels and arrays in China using coal flower coal fired energy, transporting all of the kit to site, construction, operation, refurbishment of the 20 year point. When my understanding is that over a five year period, all the panels are replaced. If we look at that, and the carbon produced over that, that stage, that that exercise, it's highly likely to produce more co than it will save over its 40 year projected life, so EPS calculations, which are set out in their greenhouse gas emissions statement, are highly subjective, and they claim to save 1.8 million tons of co over its 40 year life, and that's set out in the statement of statement of reason again, that is highly subjective. If you look at a capacity factor, they've estimated somewhere around about 12 and a half percent, 12.4% They're working on a production of 440 3.23 megawatts annually. The reality is, if you look at evidence produced by the Department of Net Zero, sorry, the Department of Energy Security and Net Zero for 2024 it indicates a capacity factor of 9.4 If you take that down, it sort of brings that 1.8 figure down to 1.2 and the reality is there are they have carried out calculations, which are updated rep 2022 looking at greenhouse gas emissions and their estimates on that. This is EPS, however, stop East Park, and I'm not representing Stop East Park, but I've looked at their figures, have produced an analysis that indicates that the production, all of the process of sourcing the, the, the ingredients, that's the materials transporting to site constructing the scheme, operating the scheme, and then refurbishing it, and then decommissioning it would be as high, in fact, or higher than 1.524 I refer you to Rep 3108 which is Rep 3108 page 29 There's a table there, Table One, and in Appendix Three they have looked at alternative calculations. This is absolutely critical in my opinion, because if this particular scheme does not add to net zero, then how can it possibly be in the public interest? The very, very least, they should carry out a lifetime carbon assessment. Up a lifetime carbon assessment and fund that to be done objectively, because this point is being argued. There are lots and lots of this is a point that's argued at a lot of hearings, but this scheme is particularly inefficient in my opinion, and you know we really need to look at that. So I would ask that that exercise is carried out objectively by an independent party, as opposed to a negotiation from one party or another. Thank you. And without a compelling case in the public interest, there is no case, as far as I can see it, for to granting compulsory purchase powers. Thank you.

Okay, thank you. You've referenced Stop East Park Energy's calculations, are they produced by a professional body or person

and we'd need to ask East Park that, but I would presume that they have got a body that have produced those, those figures, but those figures are highly subjective. There are a number of factors

where it is there are disputed figures for the carbon, and you quite easy to produce two different calculations at each end, but I think you, as examiner, need to know to be comfortable on this point that it's clear of what the carbon is from building the scheme and what the carbon saving is, and the Secretary of State needs to be clear on that, because without it, the Secretary of State doesn't have a basis to proceed. Thank you.

Thank you. Would the applicant respond on that point?

Yes. One minute, please. Leticia Mandra, on behalf of the applicant, again, just to note that mr. Lacey will welcome your comments, but mr. Lacey is not an affected landowner. Second point to make is that the compelling case in the public interest is the test that is relevant to the land for which we're seeking compulsory acquisition powers. For context, and I think this is very important, the Aura limits has almost 780 acres and we are seeking powers over around 55 acres that is 7.5% of the land within the order limits of that 0.35% is temporary possession of the 7.5% of the land for which we're seeking compulsory decision powers. I want to guess 6.5% is national grid substation, for which we're seeking to acquire new rights to connect to a substation that does not exist. So this is unprecedented. How small? What a small amount of powers we are seeking. The second point is that we're happy to respond to mr. Lacey's issues in writing. I don't think those were putting forward in the examination so far, but again the scheme is a scheme that is classed as critical national infrastructure under the NPS EN one, and the need for the scheme is a presumption that we're happy to expand in writing. Thank you.

Thank you, mr. Lacey,

Christopher Lacey, local resident, I don't see that that in the overriding critical national infrastructure point is key, but it's obviously subject to it adding to net zero, and if it doesn't add to net zero, doesn't afford the current government's agenda, then how is it in the public interest? Thank you.

Yes, thank you. To like to respond, or

we can respond in writing about, I would do, believe the policy test goes as far as mr. Lacey. Are

there any other interested parties in the room that would like to make a comment or online in relation to compulsory acquisition and temporary possession? I. Sir

Daniel Stedman Jones, on behalf of the host authorities, it's just, just for your information, sir, in relation to what we, what I mentioned earlier, and the host authorities are going through in detail the documents that that I listed, and as part of our case summaries for yesterday and today's hearings, we will be producing a response document in relation to those matters, just just so that you're aware. So, thank you.

Okay. Thank you. Yes, and I was going to ask for all of those contributing to the hearing a day to confirm their contributions in writing host the hearing. If there are no other matters to be raised, I will now ask the applicant to feedback on the action point list.

Leticia Mandra. On behalf of the applicant, action point number one is applicant to respond in writing to submissions made by National Gas at deadline three to applicant to update and look into the book of reference regarding plots owned by National Highways. Three applicant to respond in writing regards regarding mr. Duley comments on plot 1018 four applicant to respond in writing to comments raised by

mr. Lacey, and five host authorities to produce and submit response document to matters raised at the hearing, that's

all. Excuse me, my I have there was one point about 1018 which was the green verge, and there was another point about 1016 where the application seems to have moved from being a cable to a water main,

noted 1018 and 1016 There, thanks. Yeah.

Thank you. Any other comments on the action list? Okay. Thank you.

Sorry, could Miss Mangere just repeat action point one. I just missed that. Sure, controversial, but applicant to respond in writing to submissions made by National Gas at deadline three.

Thank you. Thank you.

Okay. Thank you. So I believe that I've now covered all the items on the agenda, so I'd like to take this opportunity to thank you all for your assistance during this meeting, and I now conclude and close this hearing. Thank you. Thank.