



## Hearing Transcript

<b>Project:</b>	Tween Bridge Solar Farm
<b>Hearing:</b>	Recording of Issue Compulsory Acquisition Hearing (CAH)
<b>Date:</b>	24 June 2026

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# AUDIO\_TWEENBRIDGE\_CAH\_SESSION1\_2 40626

Wed, Jun 24, 2026 4:11PM • 1:30:48

## **SPEAKERS**

Speaker 1, Speaker 3, Speaker 5, Speaker 6, Speaker 7, Speaker 2, Speaker 4

### **Speaker 1 00:05**

Okay, good afternoon. It's 2pm and the hearing is now open. I'd like to welcome you all to this compulsory acquisition hearing for the Tween Bridge Solar Farm project. Can I just confirm that everybody can hear me clearly.

### **Speaker 2 00:25**

Yes,

### **Speaker 1 00:27**

there's a problem. Is there? Is there an issue? Okay. Thank you. So, I'd like to welcome you all to this compulsory acquisition hearing for the Tween Bridge Solar Farm project. Can I confirm that case team with the case team that live streaming and recording this event has commenced? Yes, excellent. My name is Luke Simpson. I'm a chartered town planner, and I've been appointed by the Secretary of State as a single appointed person, otherwise known as the Examining Authority, or EXA, to examine this application. I'm also joined in person by my colleagues, Sarah Norris and Jenny Savage, the Planning Inspectorate Case Team. They're sat at the back of the room handling the virtual components of the meeting online are Harpreet Kerr and Harry Davis. As mentioned earlier, it's very hot today, so please raise your hand at any point if the heat is making you feel uncomfortable. Water is provided on the tables and at the back of the room. I'll now deal with a few housekeeping matters for those attending in person, could everyone please set all devices, laptops, and phones to silent, such that we aren't disturbed during today's meeting. Toilets are located in the middle of the room, on the right-hand side. I don't think there's a fire drill plan, but the fire exits are behind me. Exit through the doors onto the high street, and then meet outside the tourist information center. In the event that there is a fire alarm, the hearing will follow the agenda published on the National Infrastructure Planning website on fourth of June 2026 The agenda is Examination Library Reference EV six double 01 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 or remove issues as we progress. I will conclude the hearing as soon as all relevant contributions have been made and all questions have been asked and responded to, but if the discussions can't be concluded, then it may be necessary for me to prioritize some issues and defer others to written questions. So today's hearing is being undertaken a hybrid way, which means some of you are present here in the room today, and some of you are participating via Microsoft Teams recording of today's hearing will be made available on the Tween Bridge Solar Farm section of the National Infrastructure Planning website as soon as practicable after the hearing has closed. With this in mind, please ensure that you speak clearly into the microphone, stating your name and who you are representing each time that you speak, could you also ensure that you turn your microphone on and off accordingly? If you're not at a table with a microphone, then there should be a roving microphone, so please wait for one of those to be brought to you before you speak. A link to the planning inspector's privacy notice was provided in the hearing notification. I therefore 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. If you have any questions or concerns about this, then please speak to a member of the case team at the back of the room after the hearing. I'm now going to ask those of you who are participating in today's hearing to introduce yourselves. When I state your organization's name, could you introduce yourself, stating your name, who you represent, which agenda item you wish to speak on? If you're not representing an organization, please confirm your name, summarize your interest in the application and confirm the agenda item you wish to speak on. Please, could you also let me know how you wish to be referred, Mr. Miss, Mrs. Doctor, etc. Who would be representing the applicant? Please.

**Speaker 3** 04:37

Good afternoon. As Tom McNamara, Mr. McNamara is fine. I'm here representing the applicants, RWE Renewables UK Solar and Storage Limited. I am a legal director with the law firm TLT LLP, and I expect to be talking against all of the agenda items this afternoon and. In the same way that I've done for the other hearings, I'll take you to the other people that are alongside me, in case they need to speak as well. So, on my left I have Mr. Angus Duncan, who is a project development manager for the applicant. On my right, I have Mrs. Claire Prisoner, who is land agent with FGP, and then to Mrs. Prisoners' rides I have Miss Beth King, who is a solicitor also with TLT. That's everyone,

**Speaker 1** 05:34

Okay. Thank you very much. And moving on to affected persons, I think we have some representatives from National Highways. Let me just check. Yeah,

**Speaker 3** 05:49

yeah.

**Speaker 1** 05:51

Go ahead. My

**Speaker 4** 05:52

name is Gaydon Lee. I'm a solicitor at Pitts and Masons. Ms. Donnelly is fine. Yeah, I'm here today speaking on behalf of National Highways Limited. I expect primarily to be speaking on agenda item 3c but I might come in on 3b as needed.

**Speaker 1** 06:09

Okay. Thank you. Any other representatives from National Highways, or is it just you today? Me

**Speaker 4** 06:14

today, sir.

**Speaker 1** 06:15

Okay. Thank you. And then I think we have a representative of an affected person, Miss Vivian Lindley.

**Speaker 5** 06:29

Hello, yes, it's Mrs. Vivian Lindley. I'm representing, representing my father-in-law, Ray Lindley, who is the freeholder of the plot affected.

**Speaker 1** 06:40

Okay. Thank you. And it's plot number.

**Speaker 5** 06:44

Well, they've got it down as plot eight six.

**Speaker 1** 06:48

Okay, thank you.

**Speaker 5** 06:50

And I'll be item 3b

**Speaker 1** 06:53

Okay, thank you.

**Speaker 5** 06:54

Thank you.

**Speaker 1** 06:58

Okay, is there anyone else who hasn't introduced themselves, who would like to speak today? Okay. Thank you. So we'll move on to agenda item two, which is the purpose of the hearing. Let me briefly explain the purpose of the compulsory acquisition hearing. The application for the proposed development includes the request for an order granting development consent to authorize compulsory acquisition of land or compulsory acquisition of an interest in or right over land. This hearing is to enable me to hear the applicant's strategic case in respect to the application. In addition, I will also hear any individual objections from affected persons or other issues and affected persons who are interested parties with a legal interest in the land or rights over land. This hearing will help me to consider whether relevant legal and policy tests have been met. I will also hear from any affected statutory undertakers. I'll now move on to agenda item three, which is the main issues to be discussed. So, item three A is the applicant's case for compulsory acquisition and temporary possession. I like to begin by asking the applicant to briefly present and justify its case for compulsory acquisition and temporary possession. In doing so, please explain how the proposals address the statutory and policy tests under the Planning Act 2008 and in providing the overview, please ensure that human rights considerations are addressed.

**Speaker 3** 08:40

He's Tom McNamara, on behalf of the applicant. I suspect just to sort of forewarn you that to cover all those things might take me 510 minutes or so. Is that okay?

**Speaker 1** 08:52

Yeah, that's fine. You can keep it relatively brief, because I appreciate that the information has already been largely provided. I suppose this part of the agenda was more for the benefit of any affected persons who might not be wholly familiar with the case. So, if you could plow on, that'd be great. Thanks.

**Speaker 3** 09:18

Thank you, sir. Tom, at the moment, about the applicant, I'll try to go through things as quickly as I can with, whilst also making the relevant points. So, if I begin by taking the identification of the powers in the first instance, and then I'll move on to the justification. So, in this case, the applicant is seeking compulsory powers, or the powers of compulsory acquisition of the freehold interest in land, shown in blue on the land plans. The most recent version of those is Examination Library Reference CR One Hyphen 004 So, in addition to freehold acquisition of land. So the applicant is also seeking compulsory acquisition of rights and imposition of restrictive covenants over the land shown in pink on the land plans, and in addition, insofar as highway land is concerned, compulsory acquisition of rights over highway land is shown, and that is indicated in green on the land plans I should also note, sir, and we

spoke about this in the context of the change application, that there's a small number of special category land parcels, those correspond to registered common land, and those are indicated in yellow on the land plans, and there's a very limited interface with common land as a result of the proposals that we brought forward under the change request. Now I'll turn to the principal powers, which speak to the land plan. So the relevant principal powers in the draft development consent order relating to compulsory acquisition are article 22 and that provides for the compulsory acquisition of land, and so if it helps, that corresponds to the land shown in blue. Then we turn to article 25 and that's the provision that provides for the compulsory acquisition of rights over land, and that corresponds to the land shown pink and green on the land plans, and then, in addition to that, sir, we're also seeking powers to take temporary possession of land, both for construction and maintenance of the authorized development pursuant to articles 20 articles 32 and 33 of the development consent order, and that is the usual approach in in DCOs, where you have compulsory powers of compulsory acquisition of land, in addition secured powers to take temporary possession of the land in connection with construction and maintenance, all of those powers that I mentioned, sir, are subject to the important caveat around time limits, and Article 20-Four imposes the relevant time limits in the case of this application, which are proposed to be eight years from the day that the order is made by the Secretary of State, I mentioned the position as far as rights are concerned, so under Article 25 and that particular article speaks to Schedule eight of the draft development consent order, and the purpose of Schedule eight is to list out the plots of lands that would be subject to the compulsory acquisition of rights only, and schedule a provides the purposes for which the rights may be taken, and in general, for the purpose of this application, it is for rights of access, so to access the authorized development, or it's the ability to lay cables, so I mentioned that, sir, because it's an example. We'll probably can't list in the context of other agenda items, an example of where we've sought to limit, wherever we can, the extent of the powers that we're seeking. So, if it's appropriate to take rights, we've taken rights, as opposed to freehold acquisition, because that's a lesser interference with the landowners' beneficial interest in the land. Turning to the justification, so I've identified the powers, and I'll turn to the justification for those powers. So, the purpose for which compulsory acquisition powers are sought are set out in some detail in Appendix three of the statement of reasons, and that appendix lists all the plots that are shown in the book of reference. Apologies, I should give you the library reference there. So, the statement of reasons, the latest version is CR one hyphen 008 and the latest book of reference, as well, is CR one zero 10. So, Appendix Three sets out, in relation to each and every plot, the purpose for which the acquisition is sought by reference to the relevant work number, and we talked yesterday about the work numbers, and those are set out clearly in Schedule One to the draft development consent order.

**Speaker 3 14:29**

The status of negotiations with landowners in relation to these plots is set out in Appendix Two of the statement of reasons, and that's the schedule of landowner negotiations, and so what I will say at this point is, and you, you, I'm sure you will have seen it in this case, we successfully concluded options in respect of all the solar land, so and that in fact equates to. 96% of the land within the audit limits, where voluntary agreements have been secured, which is self-evidently a very high proportion. So you then asked me to talk about the statutory tests applicable to the compulsory acquisition of land under the Planning Act 2008 and I think on your agenda you, you listed out in particular sections 122 123 127 and 138 and so what I will do now is take each of those in turn as briefly as I can, referring you as well to the documents where the full particulars of our case are set out, so section 122 provides the legislative context and permits the authorization of compulsory acquisition powers through development consent orders, and it says that it provides the purposes for which land may be acquired, and the purposes are threefold. So, one, the land must be required for the authorized development, or two, it must be required to facilitate or be incidental to the authorized development, or three, it must be replacement land to be given in exchange for special category land, and so I can dismiss that last one out of hand, because we have no replacement land for the purposes of this development consensual application, but clearly we are within the first two tests, and I mentioned Appendix Three of the statement of

reasons, which again sets out the purpose for which permanent acquisition of land is sought. So, for example, it makes clear if the land is required for work number one, or it's required to facilitate, or is incidental to the authorized amendment, that would be work number eight, for example, and so we say, so that on the basis of the information we provided in Appendix Three, you can be satisfied that the testing section 122 is satisfied, ie, the land is required for the authorized development, or the land is required to facilitate, or is incidental to the authorized development section 1223 then goes on to say that there must be a compelling case in the public interest for the land or rights over the land to be acquired by compulsion, and that's the classic test applicable to the compulsory acquisition of land, and and we say so that that case is manifestly made out in this, in this instance, the for the reasons expressed in full in this in section five of the statement of reasons, and so I'm not proposing to take you through all of those reasons, because it would take me a while to do so, and we've talked at length about the need case for this for this project by reference to the policy test set out in EN one, accordingly, so we say that in all respects this this application complies with the statutory chests in section 122 of the planning act. I will then turn, so to section 123, and that says that a DCO may only contain a provision authorizing compulsory acquisition if one of the conditions set out in section 1232 to four are met, and so in this case the condition, the relevant condition is that the application for the order included a request for compulsory acquisition of land to be authorized, and clearly that is the case in this in this instance, because all of the land in respect of which we are seeking to secure compulsory acquisition powers was identified in the application for the order. There has been no new or additional land introduced at any point so far, and so you can be satisfied that the condition in section 1232 is met in this case, so I'm then going to move on to section 127 and I will cover this very, very briefly, because we're going to, I suspect, we're going to cover it under protective provisions, and similarly, section 1138 I'm going to cover very briefly. So section 127 is effectively a provision that protects the interests of statutory undertakers, and it provides.

**Speaker 3 19:59**

Sides that a development consent order application can only include provision, the effect of which would be to secure a freehold interest or rights over statutory undertakers lands, if it can be shown, principally, if it can be shown, if there would be no serious detriment to the ability of that statutory undertaker to continue to carry out their statutory undertaking, so the way that this is usually dealt with, this provision is to say that, notwithstanding the ability to secure rights or interests over statutory undertaker land bodies will normally expect to see protected provisions concluded in order to satisfy their general concerns, and so we're in the process of progressing protected provisions with a number of statutory undertakers, and we say that the provisions that are already before you in the draft development consent order are sufficient to satisfy the test in section 127 namely that there would be no serious detriment to the undertakes concerned, notwithstanding we're working with all the relevant parties to to understand what additional concerns they might have, and we are continuing to reach common ground on on points as matters progress through the examination, and we have reached agreement with a small number of parties on protective provisions as it stands, and we're extremely confident that more such agreements will be reached as we progress, and as I say, we can come back to this, perhaps under under the later agenda items, so I'm then just going to fast forward, because I think you asked me to cover human rights considerations as well in my opening submissions, so the applicant also acknowledges that the exercise of compulsory acquisition and temporary possession powers could engage human rights considerations of persons with an interest in land, and we have set out in detail in the statement of reasons the regard which has been had to relevant convention rights, so we say in this case that the two articles of the European Convention on Human Rights that are potentially engaged are Article One of the first protocol, which protects the rights of everyone to the peaceful enjoyment of their possessions, and I will say at this point, in relation to that article, so that it's a qualified right rather than what's known as an absolute right and qualified in the sense that the right can be interfered with if it's for a legitimate and proportionate purpose, and in addition, Article Six of the European Convention is potentially engaged in this case, which protects the rights of individuals to a

fair trial, and I think, in the context of a DTO that's routinely understood to mean the ability of individuals to participate in the examination process, and in particular a compulsory acquisition hearing, and I'll deal with Article Six quickly, because we say that this process obviously affords individuals every right to an opportunity to participate, and of course, you've held this hearing for that purpose, amongst others, in relation to the article one right to peaceful enjoyment of possessions, we say that the interference with those rights is justified in this case, and I refer back to the submissions I made earlier to the effect that there is a compelling case in the public interest for inclusion of these powers on the basis of the demonstrable need case that supports this application, the fact that all affected persons have been given the right to be heard by the examining authority at this hearing and others, and we say, so, that that strikes an appropriate balance with the human rights of all affected persons, so I'm going to leave it there, because that's just a brief summary of information that's set out in much more detail within the application documents. I hope that's helpful.

**Speaker 1 24:35**

That's great. Thank you. Could you also summarize how the applicant has applied a strategy to determine whether to acquire land rights or take temporary possession. What approach was taken to determine which?

**Speaker 3 24:58**

So I think I mean, in this case. Is Tommore on behalf of the applicant beg upon, I should start by saying that there is no land that is specifically identified for temporary possession only, and so the position is that it's either freehold acquisitions that's blue blue land or acquisition of rights, pink land, so the with the ability to take temporary possession of all of that order land, and so there isn't, there isn't really an instance where there is a an option between one or the other, because if we're seeking rights, it will be because there is a need for a right of a permanent nature in circumstances where a right to take temporary possession of land would not be sufficient to deliver that purpose, so if I take the example of a a right of way over land that's that's needed to access the authorized development during operation, that is a right that will be needed effectively in perpetuity as a matter of law, and the ability to take temporary possession of that same land would not deliver a sufficient outcome, but what we have done so, and that the key consideration that's formed part of internal multidisciplinary workshops is to understand whether freehold acquisition is necessary or whether acquisition of rights would be sufficient, and that simply boils down to the nature of the interface with the land interest, so if a proposal would effectively mean that the owner's beneficial interest in the land is taken, then that points to freehold acquisition of the land, so land with solar panels on it, for example, but if it's something like a cable or a an access route, the acquisition of that interest is not necessarily incompatible with the continued ownership of the land by the person who owns it at the moment, and it, and the purpose can be delivered pursuant to a right rather than taking ownership, and that's that's common, so if you think of, you know, a water pipe that crosses land a statue undertake or a water undertake will have a right to have that that pipe in the land, but but that doesn't mean they need to own the land, the land ownership of the land can remain with whoever is the owner encumbered by the rights, so that's been our primary consideration. So, and we've, we've done numerous workshops, we've undertaken numerous workshops during the pre-application stage, and of course that's been shaped by discussions with landowners as well. And so, what we're left with is a position that reflects the reality that you know much of the land is needed for we've identified as blue, much of it is, but but where we can and where it makes sense, we've identified the land as pink.

**Speaker 1 28:16**

Okay. Thank you. Are there any questions from affected persons before we move on to item 3b Okay, item 3b is site-specific matters. So we're going to start with plot eight six, and it's

**Speaker 5** 28:44  
Lindley,

**Speaker 1** 28:46  
Vivian Lindley, representing mr. Lindley,

**Speaker 5** 28:49  
yeah, mr. Ray Lin, my father-in-law.

**Speaker 1** 28:52  
Okay, so can I just hang on, hang on a minute, can I just ask you to explain what representations you wish to make today.

**Speaker 5** 29:04  
Yes, I'd like to make the representation on the fact that we're arguing on 2.2 objections, and we've had a failure of consistent negotiation. It says on the statement of reasons in August 25 that they were negotiating with us, we didn't hear anything from them since February 25 and then we've got, we've got a land agent, and they've only had one meeting with the land agent, and basically it was to accept the route that they'd said or face compulsory acquisition, so the June copy and the August copy, they say they're in negotiations. We've not actually been able to negotiate. They've had a timeline of what's been happening, and I would have thought Claire Priestner would have been in touch, but we've heard nothing. I've run. Brown and co yesterday, and we've still heard nothing, so and also where the wanting to cite the cable went in previous correspondence at the very beginning of all this in october 24 in an email the quite clearly state that route C today being the shortest route, and this would be the least disruptive, but we've never got able to decide where this cable's going, because they're always changing the goal post. I initially, when this came, they offered us grass seed, but then said no, we're not giving you grass seed anymore. Then, in the October, they said, could we, could have solar panels that you know, they could open it up to us. They'd not considered us before. We could have solar panels, at which point I needed to see a financial advisor and see where we stood with that. They were trying to give me two weeks to make that decision. I can't make that decision. Ray can't make that decision in two weeks. So then we were told, sorry, you can't have solar panels anymore. So they were offered in the October of 24 taking offers in beginning of March 25 and then we heard nothing until the 21st of August, where route C to D or A to B were still options. I then, but they were sending these directly to Ray. Oh, previously it'd been Anthony Lindley and myself dealing with this, and we'd made that clear that Ray is unable to deal with this. That's why I'm here today. And then I finally got myself Brown and Co, a land agent, because you know, I don't know the ins and outs of it. I'm doing my best. And then at that point they said, "Oh no, in March it's only route A to B, that's what we've submitted. But on the letters I received in August 25 September, and October, when I got back in touch with FGP to say, "Can you stop sending these to Ray Lindley? You've dealt with Anthony Lindley, you have his email address, you've sent emails to him before. Can we discuss it that way? Then I heard nothing again from October. We had no correspondence until march 26 when then looking back, because now I've gone over the paperwork, but already submitted it with only A to B, yet I've got paperwork with a map on saying we could still have C to D, which is the least disruptive route, so we've had no negotiations. Yeah,

**Speaker 1** 32:32  
okay. Thank you. So, two points, I think there's one point about contact or lack of, and to the alleged chopping and changing of what is proposed. So, perhaps I'm going to hear from the applicant now to respond. Ms. Lindy, okay?

**Speaker 5** 33:00

Yeah,

**Speaker 1** 33:01

would the applicant like to respond?

**Speaker 3** 33:04

Thank you, sir. Tom and Amar, on behalf of the applicant, yeah, I'll take both of those points in turn. So, in terms of contact, we don't agree that there's been no no contact. In fact, we have information showing that we've been exchanging letters, emails, correspondence as far back as July 2024 and I think it's fair to say from the log that I've seen that it's it's been pretty regular as the contact and we have very recently been engaged, trying to engage with with Brown and Co in order to progress discussions regarding the option for a cable easement in this location, and I'm advised that Brown and Co have only just this morning come back to the applicant's land agents with a substantive response, and we've already responded to Brown and Co. So I don't think it's - I don't think we agree that there's been a lack of correspondence, and we're absolutely committed to progressing discussions in a positive way, and that's exemplified by what I said earlier about the extent of land that's been secured by agreement. Then, in terms of the chopping and changing, sir, I think clearly in a proposal of this nature, things evolve over time. I mean, this is a significant piece of infrastructure, and there was a point in time where the option of potentially having solar on on this land. And was in play as a potential option, and that was presented, and but no response was received. I'm advised no response was received, despite several months of of chases, and so in those circumstances where decisions have to be made and progress has to be made in in bringing forward this this project and we talked this morning about the critical national priority for it it was legitimate for the applicant to proceed on the assumption that the landowner was not interested in having solar on this on this site, but that, but notwithstanding the need for the cable to cross that land exists, and we say that it's the most appropriate route across that, across that land, and I think what we've heard is that there is a, there is a route that would be preferable to the landowner, but the difficulty now, sir, is that we have proceeded with the route that we have, and changing that route is extremely complicated at this, at this point in the process, and in any event, we would say that it wouldn't be an appropriate route to take any, any alternative wouldn't be appropriate, because the one we have, we have selected is the right one, we say, and clearly, as I said, we're we're engaging with with Brown and Co, and we want to try and secure an agreement, and we're going to work diligently to try and make that happen, but I think it's important that the record is straight, that those efforts have been taking place, and that we haven't been dragging our, dragging our feet here.

**Speaker 1** 36:58

Okay, Ms. Lindley, I'm just wondering, in terms of the route, I just wondered why that particular route is not preferable to you,

**Speaker 5** 37:13

because that's the longest route, and it affects our under drainage, and it also will have an effect on the fourth generation of farmers, we were wanting to extend and diversify and put agricultural sheds there, and they've said themselves that C to D was the shortest route and the least disruptive. So I'm not quite sure then why they take, they've taken it to A and B when they did say, and I thought the part of this was with UK planning law that must prove that the land they intend to take is strictly necessary and that no reasonable alternatives exist, and by their own admission and their own email, there's a perfect viable alternative exists in route C to D with the least disruption to our land drainage. It's there's a farmhouse stone mill, and the land envelopes around it. It has its own gateway to C to D, so nobody's having to actually come into the farmyard where we store crops. Nobody's having to come in there, so

that would be the least disruptive way, which they acknowledge. So, I don't know at what point they decided to change it to A and B. Could I just say, I never said there wasn't any correspondence. I worked back and forth with Claire Parisner, but what I'm saying is we were offered grass seed. We worked on that, it was taken away. We're offered solar panels in 24 just at the same time the budget was going ahead, which had a massive impact on farmers. So I sought financial advice. They put a financial report together for me, so by the time I got any legal paperwork from yourself or any paperwork, rather than a phone call, was the end of October, which I've documented. I've got the documents. You then tell Anthony by telephone call that, sorry, in February we don't, we're not putting solar panels, so you're telling me November, December, January, February is enough time to make that decision, knowing that every financial accountant was busy dealing with the agricultural shock of what Labor had made in their budget, so no, I have got the thread of emails, which sometimes Claire Priest and knocks me out to look like I don't respond. I wanted a meeting, you didn't attend it. I ask you questions, you only answer certain ones. So, what I feel is we're at a disadvantage because we have never been able to sit down and just say, you've never just come to us and said, right, we've got these three cable groups, we want to discuss them with you. You've always attached something else to them to make it a better incentive, which then you've always taken away, which to me that's not fair, and that's not proper negotiation. And Brown and Co, you've known about Brown and Co since February. You've had one meeting with them where they were unaware of the fact. Should even tell Brown and Co, you did nothing from me since 28th of October 2024 which is, I've sent a timeline, which Claire Parisner asked for. She's got that timeline. There has been no proper negotiation. Yes, you can say you've got, you've done this, and I've sent back, but there's been no proper let's sit down and have a proper negotiation. How can we on an ever shifting set of what we can have and can't have, and that's my argument against it.

**Speaker 1 40:32**

So, okay. Thank you. So, to the applicant, so is there any evidence that alternative routes have been considered. I mean, Miss Lindley mentioned a different description of the route. Was it A to B, C to D? Sorry, being the least disruptive. Is this set out anywhere in the in the application document?

**Speaker 3 41:02**

Tom Adams on behalf of the applicant, so the answer is no. It wouldn't. There would be no information at that kind of site-specific level. I think you're going to ask me if that can be provided, and we can, we can certainly do that via virus by the, you know, our written submissions of this hearing, and that that will demonstrate why we say that the route that we have is the appropriate one, and that the alternative that's being suggested is not a reasonable alternative in line with the guidance, so on the on the other points, I mean, I won't repeat what I said earlier, I think it's fair to say that there has been meaningful engagement. I think the, the chain, the chain of events here demonstrates that, as I've said, we're keen to progress, and if a meeting with Brown and Co would be, would be helpful. We're very happy to facilitate that, and that's the approach we've taken across all landowners and all the negotiations we've been doing. So, we're more than happy to do that, and we appreciate that these are difficult processes to engage with for landowners. We're not, we're not blind to that fact, and so if, if a mutually convenient date can be arranged in short order, we're more than happy to facilitate that, but on your specific points, or I can, I can ensure some text is included in the written summary of this hearing, so that you have before you the explanation for why we've got the route that we have and why we don't think that the alternative that's being suggested is a reasonable alternative that that you need to have regard to in your decision making.

**Speaker 1 42:53**

Okay, so I think it would be good if there were stronger efforts to negotiate, meet the affected persons, land agent Brown and Co. That would be a positive, and also the explanation for this route taking into

account alternatives and other policy tests, and also I just wanted to know, Miss Lindley, what? So, what would you allege that there'd be any private loss to Mr. Lindley as a result of this route, this, these rights being acquired?

**Speaker 5** 43:40

There'd just be a lot, yeah, there'd be a loss to the fourth generation, which is because where they're wanting to come is directly where we had planned to expand the site. It's a good site, it's near a motorway, it's got good links, and that's what we wanted moving forward in farming, trying to diversify. So, yeah, it will have a massive impact on us when, when the other alternative wouldn't impact us at all, really, because it'd be the other side of where the sheds are already. We already have agricultural sheds there, so yeah, it'll have a massive impact, and the drainage as well, which I know that they'll say that will be repaired, or but it's every 22 yards, and it will have an effect on it where they're wanting to place that.

**Speaker 1** 44:29

Okay. Thank you. So, ideally you would put that in writing, explaining what the private loss would be, and submit it into the examination at either deadline three or four, and then the applicant can respond, but I need to know if you don't reach an agreement, I need to, I need to weigh that up in my consideration, so it would be helpful if you provided. That information in writing.

**Speaker 5** 45:02

Okay,

**Speaker 1** 45:04

okay.

**Speaker 5** 45:04

And I do want by deadline three to four. So, do I find that on the website?

**Speaker 1** 45:10

Well, I think the deadline three is not very far up. I'm happy to receive it at deadline four, which is.. I can tell you off the top of my head,

**Speaker 3** 45:23

Tommy, mind me off that again. I think deadline four, sir, is the 21st of July.

**Speaker 1** 45:28

Say 21st of July. Thank you.

**Speaker 5** 45:34

And I put back the impacted impact statement.

**Speaker 1** 45:38

Sorry.

**Speaker 5** 45:39

So what I put forward is an impact statement on putting cable A to B there rather than C to D.

**Speaker 1** 45:47

Yeah, okay, I mean I've seen your representation, but what I'm saying is if you're alleging that there's some form of private loss as a result of the acquisition of rights across Mr. Linley's land, then you've expressed that orally just now, but it would be also useful to have that in writing, and if you wish to submit that information, you can do that deadline four, which was 21st of July, I think.

**Speaker 5** 46:20

Okay. Thank you. All right,

**Speaker 1** 46:24

thank you.

**Speaker 3** 46:25

Sorry, sir. Just time at my on behalf of the applicant, if it's helpful. Just two points. Obviously, we're talking about a cable here, so we, our view is that it's a temporary impact, and once the cable is in situ, there would be very minimal interface with the landowner's interest. The other point to note is, in relation to drainage, and I think this is a particular current concern. We do have legally binding measures included in the management plans, so I'm looking in particular at the outline construction environmental management plan, and I'll give you the document reference. I might just ask if somebody on my team can help me find that reference while I carry on, but that includes, and there's a, there's a long table at the towards the end of that document, under land, soil, and groundwater, there is a clear commitment that if any damages incurred to drainage infrastructure as a result of construction, it will be repaired as soon as reasonably practicable, and if that's not possible, put in place no less effective drainage measures to adversely affect to avoid adversely affecting drainage, so that's just to provide some reassurance that these things aren't just going to be left unmitigated. There are there are legally binding measures to ensure that damage to drainage and other infrastructure, existing infrastructure, would be repaired, or or new infrastructure put in place.

**Speaker 1** 48:11

Okay. Thank you. And what about the point in terms of future development, agricultural buildings, or otherwise being effectively prohibited over that area of land.

**Speaker 3** 48:32

Sorry, sir, Tom, that might not have the applicant. Could I just get that question again? And sorry,

**Speaker 1** 48:36

yeah, so the point Miss Lindley made was that huge development over that area of land main work is not possible now

**Speaker 3** 48:50

because of the

**Speaker 1** 48:51

because of the presence of a cable, presumably because the covenant don't they wouldn't there be some sort of restriction on construction over that land, so some

**Speaker 3** 49:11

at the wrong applicant. I understand the points. Apologies, it's.. it's a point that I'll need to come back in detail. I'm not as familiar with the terms of the land agreements as others around me, and I think we can provide a more thorough response in writing, but I understand what you're saying.

**Speaker 1** 49:33

Yeah, that would be useful. Okay, Ms. Lindley, you got your hand raised. I don't know if you had anything else you wanted to say.

**Speaker 5** 49:45

Sorry, I hadn't taken it down from before. Sorry. Okay. Thank you.

**Speaker 1** 49:50

Well, thank you for your contribution. All right, so I think we'll move on to the. Next issue, which is schedule of landowner negotiations, which is in the statement of reasons. So I've reviewed the schedule of landowner negotiations at Appendix A of the statement of reasons. This is Exam Library Reference Rep 2085 Could the applicant confirm whether this is up to date?

**Speaker 3** 50:37

Tom at my on behalf of the applicant, so I can confirm that it is up to date. There has been one positive development, which we'll, we'll put into an update at the next appropriate deadline. I don't know whether it's deadline three or deadline four that we're proposing to submit an update to it, but it's been one positive development on an outstanding agreement to say that heads of terms have now been agreed with the relevant party, so we'll reflect that, but otherwise it's, it's up to up to speed.

**Speaker 1** 51:05

Okay, and so in that document, let's just open it up and Okay, so from plot eight eight comma 810 down the details of the affected person are not listed in the under owners, tenants, or occupiers, whereas before that they are listed in the correct places. Do you see what I'm saying? If you look at the hang on 1/8 column along, you've listed names there. I'm not sure why, as opposed to in the corresponding column, either owner, tenant, or occupier. So it's from eight eight to 810 down. down names are listed in the reference number column, as opposed to under owners, tenants, or occupiers.

**Speaker 6** 52:59

So, Claire Priestner basically in the scheduled negotiations, there will be part two and part three claims, and they're not owner, occupier, or tenant, so they've got third-party rights, so they've been listed in the scheduled negotiations.

**Speaker 1** 53:16

I'm not sorry, they don't come under owners, tenants, or occupiers,

**Speaker 6** 53:22

no

**Speaker 1** 53:23

right. So they got rights over land.

**Speaker 6** 53:27

They'll have third-party rights, such as rights of way.

**Speaker 1** 53:31

So there wasn't a column, and therefore they were put in.

**Speaker 6** 53:34

No, unfortunately, there wasn't a column. The reason we've added them in that way is because there wasn't the this is your template, I think, and there wasn't a column for that.

**Speaker 1** 53:43

Okay? Right? I don't know if there's some way that can be made clear

**Speaker 6** 53:51

when we can add an extra column. If you're happy with that,

**Speaker 1** 53:54

you can amend the structure of the table. I think I referred you to it only by way of example, but yes, you can do what you want with it, but yeah, just to clear that up.

**Speaker 6** 54:07

Okay, we'll amend it, so it's clear the reason why they're not in those three columns.

**Speaker 1** 54:12

Okay, that'd be great.

**Speaker 6** 54:13

Thank you.

**Speaker 1** 54:18

Okay, so I've been through the tracker and it shows no response from a significant number of parties, I know what you said about the percentage of heads of terms agreed where permanent acquisition is sought, but in terms of most of them relate to rights over land, and but there's not really been any progress, so I mean I've got them all listed out, I'm not going to go through every one of them, but effectively I need to know what stop steps are being. Taken to contact the landowners where you've not heard anything back, and I need some form of evidence that you've made these efforts, and I need that to be submitted by deadline four. In addition, unless you may manage to make contact with the parties by deadline four, I'll need a table or document to be produced setting out exactly what the private loss is in each case and why the public benefits would outweigh that. I know you, I know you, what you alluded to the fact that those, the private loss, be limited because typically it relates to underground cable, so you've got the construction period, which is the primary period of disruption, but I need really, whether it's repeating that over and over again, or it may be different in different circumstances, but I need that really spelled out. Wait, it's particularly in instances where you've not heard anything from the landowner since you originally contacted them. Sorry, not the landowner, the affected person, and that will enable me to consider any specific plots in the recommended recommendation report, where no contact has been received, is that something that the applicant can

**Speaker 3** 56:30

do. Tomorrow, half the applicant, certainly we can do that, sir. Just to reassure you that a lot of the nil responses are cases where again, as Mrs. Preston has indicated, where we're not actually formally seeking an agreement from that party, and you'll see there's quite a few ref not, not, not only, but there are a lot of references to institutional lenders and those sorts of organizations who typically just don't hear back from it as part of this process, but I think what we can certainly do, sir, is make this schedule slightly more readable from your perspective. It will, that should then make it clear where we are actively seeking to progress negotiations for a land agreement with a party, and we can build out the explanation of what is happening in those cases to progress things, and where it's a nil response, we'll set out dates so that you have those to hand, and we can certainly also provide you with confirmations

to our position in respect of private loss, and how that would be outweighed by the by the need for this scheme.

**Speaker 1 57:45**

Yeah, that would be helpful. I mean, I take your point about lenders, etc. And when I saw the number that hadn't responded, I assumed that that might be the case, but actually there are quite a significant number of individuals, individual people or couples,

**Speaker 1 58:04**

which indicates well varying degrees of interest in the land, shall we say, so it's not just a case of, oh, HSBC can't be cons, they're not interested, sort of thing, so yeah, I think it's quite important, obviously, to me. It looks like you've prioritized the plots where permanent acquisition of land is proposed, which is not suggesting that's the wrong approach, but this needs to be ironed out, really. Otherwise, there's too much, too many issues unresolved. Okay. All right. Another issue is that there's a representation being made by a landowner, and that's Exam Library Reference Rep 210 109 I don't need, I don't need to bring it up on screen, but I would like the applicant to provide a response on that. That's rep 2109 not now, but in writing it's fine. Okay,

**Speaker 3 59:18**

sure. Tomorrow, I think we can do that, so we'll make a note of the library reference and put it into our post hearing note.

**Speaker 1 59:24**

Excellent. Slightly more concerning issue, hopefully I'm wrong, but my next question relates to plot 1041 so the effective person being Hutchinson g, so I think it must be a phone mast site occupied by a phone mast, got 1041 I. Yeah, okay, so my only concern here is that it doesn't appear that they're listed as a statutory undertaker in the tracker, and I don't think there are any protective provisions either, I think I'm right in saying that they are a statutory undertaker.

**Speaker 3 1:00:25**

Tom, at the moment, half the applicant, I would want to check that, sir, but I wouldn't be surprised if they are a telecommunications code operator, which is slightly different beast, and they do have protection via the protective provisions. There's a.. I think it's part one of Schedule 14 deals with the position of the BTS, the, you know, those.. those that are those that operate telecommunication networks.

**Speaker 1 1:00:55**

So, there are protective provisions for telecommunications operators negotiating with BT. Oh, we've got protective provisions for BT, but

**Speaker 3 1:01:06**

yes,

**Speaker 1 1:01:07**

I don't know if they need individual provisions or whether they're sort of catch-all approach,

**Speaker 3 1:01:20**

so the way that those provisions work, so in part one is that they're generic, so they are part they apply to all telecommunications code operators, and the general approach of those operators has tended to be throughout the sort of course of DCO history that they tend to rely on those generic provisions and

tend not to engage very often in the examination process, so, but for example, have interest listed in the book of reference, but they haven't made a representation to this point, at least seeking bespoke protective provisions, but they would get the benefits of the of the general wanting in the order, and I, I would want to check the position of this specific entity that you, you mentioned, they are in the book of reference, so they will have received the relevant statutory notices, but they haven't made a representation to you, and I suspect that their position will be protected by part one of Schedule 14, in the same way as BT, for example.

**Speaker 1** 1:02:22

Yeah, my only question would be, why are BT including your position statement on protected provisions and Hutchinson?

**Speaker 3** 1:02:31

That's a fair question, sir. And that's just

**Speaker 1** 1:02:34

okay. Well, what you said about part one, generic provisions, is helpful, but obviously that needs to be investigated and confirmed. All right. Okay, so obviously we've got national highways, but we're going to move on to item 3c in a minute to discuss protective provisions. But are there any other effective persons present who have outstanding concerns in relation to compulsory acquisition or temporary possession, compulsory acquisition of land or rights over land. Nope. Okay, we'll move on to item 3c which is statutory undertakers. So the statutory undertaker position statement indicates that there are numerous protected provisions which haven't been agreed. Appreciate that, that's pretty typical of the DCO and SIP application process. The position statement is document reference rep 2082 and I'd like to go through those now and get an update from the applicant, please. So, the first is British Telecom PLC, and I'm just wondering why there's been no movement since June 25 and what steps have been taken to address this.

**Speaker 3** 1:03:56

Thank you, sir. Tom and Maraming of the applicant, so I think the reality there is in line with what I was just saying, that steps have been taken to make contact with them, and there has been email correspondence. We can, we can include the dates in the next update to this, but I don't think we've had any meaningful engagement from BT, which has led me, leads me to think that they're comfortable with what protection they will get by the order.

**Speaker 1** 1:04:26

Okay, I mean, just to say I'm going through them in not priority or alphabetical order,

**Speaker 3** 1:04:31

and so I should also say that, subject to our review, they may well come out of this if, if it's concluded that they fall under a different head, yes.

**Speaker 1** 1:04:39

Okay, fine. Rather than Hutchinson Frigi coming into the

**Speaker 3** 1:04:44

correct because I'm aware that if we take that approach, there could be others that come in. Okay,

**Speaker 1** 1:04:48

right? Cadent gas position statement implies that agreement will likely be reached, and I'm just wondering, what if there's an update on. On that, or whether it's the position remains,

**Speaker 3** 1:05:03

and Tom might remind me of the applicant, so the position remains broadly in line with that, and we've actually now agreed at every point with Caden Bar One, and so that we're very nearly there now, there is a general point here that may well emerge in other cases as well, and the provision in question is the veto power effectively that Caden and other statutory undertakers are seeking over the exercise of certain order powers, effectively the upshot of that, Sarah is that we have powers under the order to acquire interest and rights in land, and many of the statute undertakers, as is common, are seeking a provision through the protective provision that says that we must not exercise those powers without their consent, and we are fundamentally opposed to that sort of drafting, and we think that there are recent precedents which seem to suggest that there's a movement away from that sort of more traditional form of drafting that statute undertakes have secured, and I think, in particular, there's relevant guidance on DCO drafting that's recently been published, which talks about not including powers in an order, the effect of which is to simply negate other order powers, and so you can, you can readily see how this is the sort of that sort of provision. On the one hand, we have CA powers, and on the other, we've got being confronted with a provision that effectively negates those powers, and so that, that is at the moment the sticking point with Cadence and others, and I think we will shortly hear from National Highways, and it's, it's an issue there, it's an issue in one or two more cases as well. Now, what I am proposing, so that we do, is so that you have the full, a full understanding what the position is on all of these, and you know what our case is on that particular provision is that deadline for we will set out for every single one of these, what the outstanding points of disagreement are. Why we are, why we're not in agreement. You'll have our full position on the on that specific matters that I've just raised, and I think that will be a common theme. And I dare say that the other parties will want to put their position to you as well, and that means that if we get to the end of the examination, we still haven't agreed. You have our preferred protected provisions on the one hand, and you'll have whatever anybody else is suggesting that should be included, and that should hopefully help you in reporting. Yeah,

**Speaker 1** 1:07:56

that would be useful, I guess. The you say there's precedent, but I need to know that it's recent precedent. If you're taking a different approach to the majority of recently made, I'm not saying you are, but if you were taking a different approach to the majority of recently made solar DCOs, then you need a strong justification for a different approach. If you're not, that I need examples, but yeah, I welcome that. You will provide your proposed wording for protected provisions by deadline. For

**Speaker 3** 1:08:34

Tom, on behalf of the company, certainly saying we can, we can refer to the recent precedent, and you'll appreciate that the precedents always run in different directions, and we say that the combination of some recent precedent plus the guidance that I mentioned, the planning inspectorate guidance on DCA drafting, are highly relevant to support for our position.

**Speaker 1** 1:08:59

This is the nuclear review, so No,

**Speaker 3** 1:09:03

it's, it's, it's the guidance on draft development consent order drafting, so it's a different document.

**Speaker 1** 1:09:12

When was that? You know, when that was published?

**Speaker 3** 1:09:14

Think it might have been 2024 I can check the date for you, sir.

**Speaker 1** 1:09:19

All right, yeah. I mean, if you can refer to that, that's that would be useful. Okay, and when I say precedent, if there are instances where the Secretary of State is taking a particular approach, then obviously that's a strong indicator that they're likely to take that approach again. So, in terms of correcting protected provisions, and I don't really want to be in a position where I have to alter them myself. Okay? Right? If we move on to excellent pipeline system, limited position statement implies that agreement will likely be reached, so.

**Speaker 3** 1:10:01

Are there areas of disagreement? Tom Adams, on behalf of the applicant. Sorry, sorry, I'm sort of flitting around my notes because they're not in the same order as they're not, but that's that's fine. I can, I can find them. I know a bit about this case, though, sir. The discussions are progressing really well, we're in regular contact with exit and legal representatives. There are one or two outstanding points, but on that one I suspect I have a high degree of confidence that we'll actually agree everything before the end of the examination, such that Excellum can proceed to withdraw their representation as well.

**Speaker 1** 1:10:51

Okay, great. And National Grid, have you got an update? National Grid Electricity Transmission PLC,

**Speaker 3** 1:11:00

Tom McMorrow, the applicant. Yes, so that one's progressing as well. There's no substantive update to the to the position you've got on screen there, and whilst I'm not extremely close to the detail, I dare say that the consent issue, the veto power on certain DTO provisions, will be in play in relation to National Grid. That might ultimately mean that we're not necessarily agreed on every single aspect of the protected provision, but what we'll do is work to agree everything that we can, and I suspect that we will reach common ground on a number of drafting points.

**Speaker 1** 1:11:37

Okay. Thank you. And Northern Power Grid, what is the likelihood of agreement with them?

**Speaker 3** 1:11:45

Some at the moment, half the applicant, I think similar position to National Grid electricity transmission, so we're confident that we can, we can get to a really close position on most things, barring the fact that Northern Power Grid are insisting on a similar provision to the one I explained for both Cade and National Grid

**Speaker 1** 1:12:09

Yorkshire Water Services Limited, I don't think there has been any progress since June last year. Oh no, yes, June last year. Well, why is that,

**Speaker 3** 1:12:25

Tom? At the moment, half the applicant, sir. I think we've had confirmation from from them that they have no specific concerns. Certainly not where they're asking for specific protective provisions. They're a bit like the telecommunications code operators in that there are standard protected provisions in the order as it stands for water and sewerage undertakers, and on that basis Yorkshire Water Services

Limited would be protected by those, and they've not said anything that would lead us to suggest they're not, they're unhappy with that position.

**Speaker 1** 1:13:04

Okay, so I mean, earlier on, when you said you're going to remove BT, because part one provides generic provisions, which cover that, does that mean you're, you would effectively do away with the specific protective provisions you'll negotiate with BT, or are there any, or

**Speaker 3** 1:13:31

Thomas? No, there are no specific debts provisions for BT. That's because they've not requested any,

**Speaker 1** 1:13:37

right?

**Speaker 3** 1:13:38

But in the absence of those, they will be protected by what's already in the order.

**Speaker 1** 1:13:44

Okay,

**Speaker 3** 1:13:45

as would anybody else operating there?

**Speaker 1** 1:13:47

So, does that mean you're going to remove your shore water services?

**Speaker 3** 1:13:51

I think they're slightly different category services. I think they are still a statutory undertaking.

**Speaker 7** 1:13:55

Okay. Okay. The

**Speaker 3** 1:13:57

reason I'd remove BT is because I'm, I don't know whether they are a statute undertake, I think they possibly aren't, and so it wouldn't make sense for them to be included in the document.

**Speaker 1** 1:14:07

Yeah, okay, that, you know, I'm sure you'll check that, but I did, I did have a look, and indication was that the telecommunications operators are such, okay,

**Speaker 3** 1:14:19

okay, fine, I'll take that away, sir. And if that's.. if that's the position, I haven't checked the.. I

**Speaker 1** 1:14:24

think it's changed over time, potentially. Okay. Isle of Axel and North Nottinghamshire internal drainage board. I've got.. I've put on.. I know the comments made, but again, gratefully I'd be grateful of evidence of attempts to contact the IDB.

**Speaker 3** 1:14:44

Yes, Tom at the moment for the applicant. I'll start by saying so that there are protected provisions already in the order for drainage authorities, and that would cover these two bodies, notwithstanding we we've been seeking to reach out to both. To understand if there have any issues with what's included in the order, we did send emails on the 23rd of february, 9 of march, 27 of march, 2 of April this year. Neil returned to those emails, but I can now happily confirm that there has been some recent dialog between legal representatives, and so that would seem to indicate that we're sort of moving forward now, and what I suspect that will mean is that the protective provisions that you have before you might not be the version that ultimately we end up including, but that will be obviously determined by negotiations.

**Speaker 1 1:15:39**

Okay, and I think, does the buffer zone come into play in the protective provisions, nine meter area, which the IDBs are seeking.

**Speaker 3 1:15:52**

Tom met them on behalf of the applicant, I think it might, sir, but in potentially a different context, which is to say that the purpose of these will be to control works undertaken within proximity of IDB assets, and I suspect that that might well refer to a distance such as nine meters. So, anything within nine meters of an IDB drain, for example, will need consent. I think that the context in which the point the issue was raised this morning was around maintenance of the of the green corridor between a drain and solar panels, which is a slightly different point, I think, and one which we are will come back to you right as part of our post submissions from this morning.

**Speaker 1 1:16:39**

Okay. Thank you, Network Rail. What is the latest position on that one?

**Speaker 3 1:16:49**

Tom, that Mara, on behalf of the applicant, so those discussions are progressing with with Network Rails legal representatives. There's no substantive update to the position you have on screen there, and that's because engagement with the legal team has been slow to date, and but it's fair to say that we're quite a distance apart at the moment in terms of a number of provisions, and that's not to say that we don't think that positive progress can be made in, in the weeks ahead, and we'll, we'll look to do that, but as I mentioned, I think with deadline four, we'll, we'll set out to you the position at that point in time, in terms of points that aren't agreed, so you've got the full picture, and then later in the examination we can update, update you on any points that might have fallen away, but that one is not close as it stands, and clearly the veto provision that I mentioned earlier for a number of the other entities will will be in play here as well, and that may well be a live issue, so nothing further on network rails.

**Speaker 1 1:18:09**

Okay, Canal and River Trust, what is the latest

**Speaker 3 1:18:17**

Tom at the moment on behalf of the applicant? So those discussions are progressing well. We do have a set of potential visions for the trust in the order. They are opposed to one or two aspects of the drafting, and we are progressing those discussions. There are, I think, four points outstanding, but I think it's fair to say they're quite big points, and so whilst I'm hopeful that we can progress each of those to a happy conclusion, I can't guarantee that, obviously, but we'll, we'll report to you as part of our deadline for submission, where we got to on all four of those points.

**Speaker 1 1:19:00**

Okay, and we'll move on to National Highways. I must apologize, I probably should have dealt with National Highways first rather than last. I'm not sure why I've taken this approach, but could National Highways please update me on the status of negotiations with the applicant.

**Speaker 4 1:19:21**

It only for National Highways. Yes, we are in a better position than we were at deadline one. We have made some positive ground on a few points, but as Mr. McNamara alluded to, there are a few sticking points, and one of them is what Mr. McNamara referred to as the veto position and so I think just hearing what Mr. McNor has just said about the document that the applicant's proposing to submit a deadline for, I think obviously we'd be interested to see that one would propose to respond to it at deadline five, because we can provide full response in our position of. So you mentioned the need for precedent, and I think we could probably put, say, that we could provide some precedent supporting our position, so I think that would be the logical next step, but at this point we are, I would say, in a better position than we were.

**Speaker 1 1:20:16**

Okay, so in terms of you mentioned deadline five would be helpful to me if you provided your preferred wording at deadline four at the same time as the applicant, and obviously that doesn't prohibit you both continuing to negotiate, but it gives me both sets of wording to consider, because I'm going to be producing a commentary on the DCO. I might go into that level of detail in that commentary, I might not, but it would be useful to have that wording at deadline four, if possible.

**Speaker 4 1:20:55**

Good on international highways. Yep, that's fine. We can provide that.

**Speaker 1 1:20:58**

Okay. Thank you. So, what I notice in the National Highways representations, there are some concerns, obviously, in relation to the horizontal directional drilling under the strategic road network, and I'm just wondering what the specific concerns are in that regard, because presumably, well, isn't this something that occurs not regularly, but sometimes hasn't it been addressed in relation to other developments

**Speaker 4 1:21:38**

for national highways, so it's certainly something that we consider capable of being addressed with appropriate controls in place, and those appropriate controls we would say are in the PPS that we've provided. I would say that we have had positive discussions with the applicant on that specific point, and actually that's an aspect of the PPS, which is we're closer on now.

**Speaker 1 1:22:03**

Oh, that's that's good to know. So, what are the key areas outstanding other than this veto provision?

**Speaker 4 1:22:13**

Kid only for national highways. Essentially, those, to be honest, are the two main strands. I would say Mr. might come in and with a different view, but I would say the two main strands are this veto point, and then the controls around the level of the level of detail to be provided, and other mechanisms around controlling those, those works beneath this are ineffectively, but I would say that we're in a more positive position based on the discussions that we've had than we were previously, and I think I would, I would say we're, we're hopeful that we could agree that point at least by the close of examination. I don't know if Mr. McNamara would agree.

**Speaker 1 1:22:55**

Okay, yeah. Well, I'll hear from him shortly, but on the veto wording, is this something that you come across regularly? What is the usual approach? I know you've got your standard wording on national highways have, but what is the.. this is a common issue, and how is it usually addressed? Obviously, I can find out myself, but I'm wondering what your particular experience is.

**Speaker 4 1:23:25**

Kids only for National Highways, so as you say, it forms part of National Highways standard PPS. So it is always the position that National Highways puts forward, and we have precedent for it being agreed. I won't say that we have 100% success for it, of that, and every scheme has to be, you know, assessed on its own specific circumstances, but we certainly have precedent for this position having been agreed on other schemes.

**Speaker 1 1:23:55**

Okay. Thank you, mr. McNamara. On that particular issue, I think it'd be useful if you could produce a note addressing that particular common point across the protected provisions, so that I can, with reference to precedence, so that I can consider that carefully, and would you like to respond on the highways comments,

**Speaker 3 1:24:26**

Tom McNamara, on behalf of the applicant. Thank you, sir. Just on the note, you read our minds, because that's precisely what we had on our to-do list for deadline four, so you will have our full full position. I won't, I won't go into the detail of it now. I could, but I won't. Whether we agree that point, I think will depend on what, if any, grounds National Highway is willing to cede on on it, because we're just fundamentally opposed to it. I, as Miss Donna Lee has said, and I totally agree that we've had some really positive meetings with National Highway, with herself and her colleague in recent weeks, and I think that's managed or been effective in in refining down the number of issues, and I think the action now is for a revised version of the protected provisions to be supplied by national highways that we can then consider and I think that will help us to narrow down the number of issues that we need to bring before you and I think it's right that the veto provision is one the other sort of aspect that we've had a concern about is the amount of information that National Highways appeared to be insisting that we provide as part of the sort of secondary approval process under the protected provisions, because it seemed to us that a lot of the requests were not relevant to the nature of the works we're proposing, but I think because we've been able to reach some common understanding on what, in fact, is proposed, that that list of asks is going to be much smaller, and so yeah, those discussions will continue in the weeks ahead, and and I agree with mr. La that I think we'll, we'll get very close to an agreement in the not too distant future.

**Speaker 1 1:26:28**

Okay. Thank you very much, Miss Donnelly. Do you have anything else you would like to say? Okay,

**Speaker 4 1:26:36**

Donnie, for National Highways. No, thank you, sir.

**Speaker 1 1:26:38**

Okay. Thank you, Run. right, so just as an overview, you've got various action points, but if it can be demonstrated that attempts have been made to contact statutory undertakers and that no response has been forthcoming by deadline four, then you should continue to try to make contact, but I would appreciate that if you could confirm it in writing in each such instance how the protective provisions

proposed specifically address and protect the statutory undertaking of the relevant undertaker in accordance with planning act sections 127 and 138 so basically, where they, where you can't make contact, I need a statute undertake a specific justification, effectively, is that something,

**Speaker 3** 1:27:39

Tom Manamar, on behalf of the applicant, we can do that, sir. I would just caveat what I've just said by saying that Section 127 obviously is only engaged in circumstances where the relevant party has submitted a representation, and we've gone through the list, and one or two of those have not submitted a representation, so Yorkshire Water, I think, is one of them. But neither of those parties, I think, have submitted representations to you at the section 56 stage, or subsequently, and in those circumstances, the test in section 127 does not apply. Similarly, it doesn't apply if a body writes to you saying it's with threat with its objection is withdrawn, but we can make that clear, perhaps in our notes, we can just clarify what our position is there, but you're right, look, since a lot of these bodies that we've just been talking about have submitted reps, they will be included in our list, and we can make clear our case as to why section 127 is met,

**Speaker 1** 1:28:44

right,

**Speaker 3** 1:28:45

and section 138 for that matter.

**Speaker 1** 1:28:47

That would be helpful if you could express that in writing, it would assist me in drafting my report. Okay, does anyone have anything else they would like to add on agenda item 3c I think it is, yeah, 3c before we move on to 3d No, okay. So 3d is funding. I don't need a summary of the funding statement. I just wondered whether the funding statement is up to date or if you're planning to amend it. If you could let me know,

**Speaker 3** 1:29:26

Tom, that my on behalf of the applicant, the answer is no. So it's up to date. No further amendments are proposed. We did make an update at deadline two, I think, in a minor way to address a question that you had, but it's there's nothing else on the agenda.

**Speaker 1** 1:29:42

Okay, I mean, I've got various written questions in relation to that, but I don't have any further questions during this hearing. So, does anyone have anything else they wish to raise in relation to agenda item 3d No, I. Okay, in that case, we'll move on to agenda item four, which is other matters. I don't have any other matters to raise. Do any other parties have any other matters they wish to raise before I move on to close the hearing? Okay, so agenda item five is to close the hearing, so the next hearing is the open floor hearing, which is 10 o'clock tomorrow morning. Does anyone have anything they wish to say? I was already asked that before we close the hearing. Thank you all for attending today, very much appreciated. The time is now 3:30pm and the hearing is now closed.

1:30:42

Thank.