

AUDIO_BEACON

FEN_CAH1_SESSION2_11.11.25

Wed, Nov 12, 2025 10:04AM • 1:46:11

00:03

Hello. Good morning. It's now 10 to 12, and it's time to resume the CH one hearing.

00:13

Can I ask if? Can I ask if everyone can hear me clearly, online and in the room? Please?

00:24

Please, and online as well. Are we okay with the audio? Online? Please? Yes, I have confirmation that we are. Thank you very much.

00:34

So before we adjourned, we finished item three of the agenda,

00:44

so I will move us now to Item four, which is site specific issues for the applicant.

00:54

And I would like now to start by asking the applicant for an update on progress of negotiations with affected persons. And if we could also refer to in which envision invisible, envisaged for

01:13

today, sorry, the dates that you expect for the conclusion of the negotiations would be really helpful. I would propose that perhaps we follow the structure of the detailed land and rights negotiation, negotiation striker. That's rep to 011, and we can go through that in detail, highlighting particularly outstanding ones. If that would be an acceptable approach, I would also suggest that we exclude statutory stakeholders, because I would like to take that point later on. Indeed, I please

01:48

over to the applicant, please. Thank you. Thank you, sir. And that for the applicant, I'll pass across Mr. James Davey, who can provide you an update, sir. Thank you, Mr. Davey.

01:59

James Davey, on behalf of the applicant, with regards to an update on the progress of negotiations with affected persons, revision free of the land and rights negotiations tracker submitted at deadline to examination Library Reference rep two, Dash 011, and the voluntary negotiation status plan as dash

030, a reflective of the approach taken by the applicant in its significant efforts to secure all land and rights required to construct, operate, maintain and decommission a proposed development voluntarily wherever possible, with compulsory acquisition powers to only be used as a last resort. This approach of seeking powers of a compulsory acquisition in the draft DCO examination, Library Reference, rep two, Dash 004, in parallel with conducting negotiations to acquire land rights by agreement accords with paragraphs 25 and 26 of a compulsory acquisition guidance. Further progress has been made since the latest version of the land and rights negotiations tracker was submitted at deadline to rep two, Dash 011, heads of terms have recently been agreed and signed by Becker United charity, securing an additional 20 acres of a cable Route corridor on a voluntary basis. A further update will be provided in an updated land and rights negotiations tracker, which is to be submitted at deadline four, as is set out in the latest version of the land and rights negotiations. Tracker, a misstatement of reasons as dash 013, all of the land required for the solar array, area and set aside for solar is secured under Option agreements, being plots two, dash two, three, dash eight and six, two in the book of reference, rep two, Dash 008, and shown on sheets, 12356,

03:40

and seven of the land plans, examination, Library Reference, rep two, Dash 002,

03:47

to ensure that the land and rights required for the proposed development could be secured by private treaty, the applicant has been engaging with landowners included in the bespoke access corridor and cable Route Corridor since early 2023

03:59

Heads of terms were issued in January 2025 once the order limits have been fixed for the DCO application, landowners agents formed a land interest group to negotiate generic template heads of terms on behalf of a majority of landowners included in the cable Route Corridor, the applicant met with the land interest group On numerous occasions, agreed generic template terms in July 2025 and subsequently reissued landowner specific heads of terms to the individual members of a group since July 2025 the applicant has been engaging with the specifics

04:34

of each individual agreement and has agreed terms for 97% of a bespoke access corridor And 60% of the land included within the cable Route Corridor over which voluntary agreements are considered necessary, the applicant's positive progress in securing the land and rights required to construct, operate, maintain and decommission the proposed development voluntarily is demonstrated by the voluntary negotiation status plan as 030

05:00

Go. If I can pause a second, sir, and just share that plan on screen. That would be good, please. Thank you. Excellent.

05:09

Thank you as dash 030,

05:21

so this plan is split across three sheets covering the three distinct areas of a proposed development, the bespoke access corridor, the solar array area and the cable Route Corridor. Land, shaded green indicates where heads of terms or an option agreement have been secured. Land, shaded Amber indicates where heads of terms are in discussion and the applicant anticipates reaching agreement before the close of examination, whilst land shaded red within the cable Route Corridor only relates to land where the applicant suggested it is unlikely to secure a voluntary land agreement during an examination. However, the applicant will continue to attempt to engage with these limited landowners with the intention of reaching agreement voluntarily. Mr. Davis, sorry to interrupt. Where can I find the red in the map that you're sharing now that is on sheet three of a voluntary negotiation status plan as dash 030 which is for the cable Route Corridor. Okay,

06:16

and can you confirm to me please

06:21

the name of those APS, I think that they are listed there, but if I could get just the applicant to do that for me, please then confirm just for the record, James Davey on behalf of the applicant. So those APs are Icj Mountain farms limited and Leslie and Patricia mountain Network Rail is also included, but I presume I'll be covered under agenda item six, further further on in the compulsory acquisition hearing. And obviously we've heard from Mr. Martin earlier today. So we know that negotiations are

06:54

at this point in time, not been very positive in terms of reaching a conclusion

07:02

Correct that is the case.

07:06

So to facilitate the voluntary agreements, the applicant has agreed to reimburse landowners professional fees to ensure effective persons are able to procure their own advisors and obtain professional advice. Although substantial progress has been made, the applicant will continue to pursue agreements with a limited number of landowners with whom agreements remain outstanding. The intention is to continue to advance negotiations to ensure the terms are agreed wherever possible. Prior to the close of examination, the applicant anticipates providing a final version of the land and rights negotiations tracker, a deadline, a of the examination to document this

07:44

Okay, can I ask now for us to go through

07:50

the detailed the sense of negotiation of the individual land owners? So I believe that that is rep to 011, please. Yeah.

08:00

You,

08:04

yes, of course. James Davy on behalf of the applicant. So if we could run through in order of the voluntary negotiation status plan, AP, dash zero as dash 030, then that they will follow on chronologically. So referring to sheet one of the plan for bespoke access road.

08:26

On that plan, the Lincoln diocese and trust and border finance are currently shaded as Amber, and this represents the final 3% of a bespoke access corridor over which terms are yet to be agreed for apologies. Mr. Davey, I had prepared for us to actually go through in the order set out in the negotiation tracker. I'm happy to adjust to the way that you have prepared your response, but I would just need some time to adjust that and to be able to accompany your thinking and your reasoning, because otherwise I want to be able to follow it directly. So I would just like us to agree an approach. So would you like to follow the structure as set out in the individual tracker? Or would you like another structure? James Davie on behalf of the applicant in if possible, the in accordance with the voluntary negotiation status plan, so that we can run through them, whilst also sharing the

09:30

boundary of the land in question whilst we are discussing the status of negotiations. And when we expect for a voluntary agreement to be reached,

09:40

okay? And that would be

09:43

reference as 030,

09:47

yes, that's correct. Okay,

09:51

right, okay,

09:56

fine, please do continue. Then please do.

10:00

James Davy on behalf of the applicant. So with regards to the bespoke access corridor, as stated earlier in the hearing, 97% of the land has already been secured under voluntary agreement. And the Lincoln diocese and trust and border finance represents the final 3% of a bespoke access corridor over which terms are yet to be agreed for heads of terms have been provisionally agreed with the

landowner's agent, and a clean copy is with a landowner's agent for signing the applicant anticipates that heads of terms will be signed at or before deadline. Five

10:35

you on the land striker

10:40

have detailed that the affected person being the Lincoln diocesan trust and board of finance. Of Finance limited responsible for two different lots Correct. Both of them are highlighted in Ember, so agreement being expected to be reached during the examination.

11:04

James Davie, on behalf of the applicant, that is correct. Yes, there are two plots. One is the one we're talking about here in relation to the bespoke access road, and one is forms part of a cable Route corridor. And they are both being dealt with by separate agent, so agreement may come through at different times. Have we do expect agreement for the element on the bespoke access road to be secured at or before deadline five.

11:35

Thank you. I'm a bit confused by that, because I believe that both of them, according to your notes, are being dealt by ardent. So isn't the agent the same? James Davey, on behalf of the applicant, Arden, is the applicant's land agent, the land agent for both sites,

11:56

for both sides, yes, but the app, it is the affected person's land agent who is different with regards to both elements of proposed development

12:05

in terms of the negotiations, are they

12:11

at a similar status at the moment,

12:15

the applicant was only recently informed About the Lincoln Dyer season's interest in the cable Route Corridor was being dealt with by a different agent. So the negotiations for the rights required to construct and operate the bespoke access corridor are much more progressed than the negotiations on the cable Route Corridor, hence why we anticipate the agreement will be reached prior to Deadline five for this element of a proposed development.

12:49

Okay? And in in terms of this AP, they are in going back to the order that you are taking us through, they are listed as part of sheet one in the bespoke access corridor, and then again, sheet three at cable Route Corridor. That's

13:08

correct. Yes,

13:10

okay,

13:18

okay, please continue

13:21

turning to sheet three, which is the cable Route corridor, and working from north to south along the cable Route Corridor. Melbourne Holdings Limited are the first land interest on the cable Route Corridor over which a voluntary agreement has not yet been secured.

13:38

Melbourne holding limited appointed agent is a member of the land interest group, and generic template terms were agreed with the land interest group in July 2025

13:49

bespoke landowner specific terms have since been reissued to Melbourne Holdings Limited. And since July 2025 the applicant has been regularly engaging with Melbourne Holdings Limited agent and engagement has been constructive, and the applicant anticipates for heads of terms will be signed before the close of examination.

14:14

Okay, thank you, Mr. Stephen, please

14:17

continue turning to the next interest, which is currently not yet agreed, relates to the trustees of the delal family trust being Peter Simon and Gerard delal and Roy thorns. Trustees limited, but again, the delal family trust appointed agent is a member of a land interest group and following agreement of a generic template terms with land interest group in 2020 in July 2025, the delal family trusts agent has informed the applicant that heads of terms are broadly agreed, and recently provided an update confirming that they're now with their solicitors for a final review via the applicant anticipates the heads of terms will be signed before the end of examination.

15:01

Okay, thank you.

15:04

Turning to

15:06

the next interest on the basis that we've we've already gone over Icj Mountain farms, and we would turn to Lesley and Patricia mountain.

15:17

The interests of Leslie and Patricia mountain are being dealt with by Mr. Mountain and his appointed agent, and owing to Mr. Mountains various examination submissions, the applicant suggests that it is unlikely that a voluntary land agreement will be reached during examination. However, the applicant will continue to attempt to engage with the objective of securing voluntary agreement.

15:41

Okay, we have discussed that specific point and actions in terms of engagement with Mr. Mountain

15:51

at the previous item. So I believe that we will be, I think that we have covered sort of future steps for the applicant in terms of engagement with that specific affected person. So if we could move on to the next one, then please, Mr. Davey, thank you noted. Thank you, sir. James Davey, on behalf of the applicant, the next interest we have as we move down towards the Becker Fen substation, is Anne and Robin. Firth, again, Anne and Robin. First agent is a member of the land interest group, and following agreement of the generic template terms with the land interest group in July 2025 the applicant met with Anne and Robin Firth and their agent to discuss the terms of the proposed agreement in detail. Since this meeting, the applicant has been regularly engaging with their agent with regards to the detail of the outline soil management plan, which is examination reference, rep one, Dash 013, and the outline construction Environmental Management Plan, which is rep two, Dash 017, the engagement has been constructive, and the applicant is close to agreeing heads of terms. An agreement is expected to be reached at or before deadline, five. And I would also just go on to say that Sarah bettinson and anthur the position with those affected persons is exactly the same, and they're being being dealt with by the same land agent in as as Anne and Robin Firth. Apologies, David, which other land interests are exactly the same in being dealt with by the same agent? James Davey, on behalf of the applicant about Sarah bettington and Anne Firth, so just slightly further south of the interest we were discussing.

17:29

Thank you for that confirmation. Bear with me for one second, please, Mr. Davis, so I can check that alongside your detailed list.

17:54

Okay, please continue. Mr. Davey, thank you. James Davey, on behalf of the applicant the next interest as we again move south, is the vicarage drove project limited.

18:07

The vicarage drove project limited, appointed agent is again a member of the land interest group. And as we've said before, generic template terms have have been agreed with the land interest group. The vicarage drove project Limited is granted an option agreement to Fidra, which is UK transition power

Holdings Limited to quote the entity with a registered land interest. And this is over plot 17, seven and 1811 in the book of reference, which is rep 2008,

18:35

and shown on sheet 17 and 18 of the land plans. Rep two, Dash 002,

18:41

the applicant is proactively engaged with the developer with regards to the potential interface between the two projects. And once this matter is resolved, the applicant hopes to quickly secure a voluntary land agreement with the vicarage drove project, as the terms are substantively agreed, but I anticipate my colleague, Mr. Mac will discuss further at Agenda Item six, with regards to the interface with the developer.

19:09

Moving on to the next land interest at the south eastern corner of a cable route, we have Patrick Benjamin. Mr. Benjamin's appointed agent is again a member of a land interest group, and since agreement of the generic template heads of terms, the applicant met with the Benjamin family, met agent in September 2025 to discuss the terms of a proposed agreement and any specific requirements needed to mitigate the impact of the proposed development on the Benjamins cattle farming during construction. Since this meeting, the applicant has been regularly engaging with the Benjamins agent with regards to the detail of the heads of terms, and is currently awaiting a markup from a Benjamin's agent. The applicant has recently been aware, been made aware, that the vicarage drove best has secured pad.

20:00

Planning permission over a portion of plot 1844 in the book of reference being rep 2008,

20:08

and shown on sheet 18 of the land plans. Rep two, Dash 002,

20:13

the applicant met with a developer Amber Benjamins in October 2025, and is constructively engaging with both parties to secure a voluntary land agreement before the close of examination.

20:24

Mr. David, can I just clarify something? Please? The

20:28

site that you are mentioning now, I believe is site 1844

20:37

That's correct, yes, which on the detailed land tracker is linked with John Nicholas Benjamin and Patrick, Patrick Simon, Benjamin, however, I only see Patrick Benjamin in the sheet three or three of

the map that you are sharing now. So can you just clarify that situation for me, that is correct. James Davey, on behalf of the applicant, the voluntary negotiation status plan, which is as dash 030

21:11

details the landowners impacted by the scheme. And Patrick Benjamin is the landowner, whilst John Benjamin is the tenant of plot 1844 hence why only Mr. Patrick Benjamin is shown on the voluntary negotiation status plan makes perfect sense. Thank you very much.

21:32

Moving on to the final land interest, shaded Amber, and

21:38

with regards to no agreement yet being secured. That is the the other plot owned by the Lincoln diocese and trust and board of finance limited and as I said, as I said earlier in August 2025 the applicant was informed that plot 1850 in the book of reference, which is examination Library Reference, rep 2008

21:59

and shown on sheet 18 of the land plants in August is managed by a separate agent to that of plot four, three, which is also owned by the Lincoln dire season. Heads of terms were reissued to their appointed agent for the cable Route corridor. And engagement is currently ongoing. The applicant is currently awaiting a substantive response to the heads of terms, but does anticipate securing a voluntary land agreement before the close of examination.

22:25

Thank you very much for that update, Mr. Davey,

22:34

since we are going through the tracker and

22:42

I thought, sort of thought about asking this question on Item five, which would be cite specific issues by affected persons. However, since we are talking about this issue now, I believe that we might as well address it now, one specific issue which is linked with Mandy. Karen budhan, that's rep 1048,

23:06

which, in your detailed negotiation tracker,

23:11

is

23:15

marked as agreement having

23:19

agreement with freeholder complete,

23:23

and it's not part of the sites that you have just talked us through. So sites that identified as agreement outstanding, however,

23:33

rep 1048,

23:36

does seem to suggest that this is a misrepresentation. So can I just ask the applicant to clarify the position on that? Please?

23:46

Yes. James Davey, on behalf of the applicant, so with regards to Mandy, Karen Good Hands written representation. Rep one, dash, 048,

23:56

and with reference to the applicant's comments on written representations being rep two, Dash 043,

24:04

miss. Good hand is identified in Milan and rights negotiations. Tracker submitted at the deadline to rep two, Dash 011, as an or because she has the benefits of a right of access over a small portion of plot three. Dash eight, the applicant does not anticipate any requirement to interfere with this right or the right to a water connection, which she is also a beneficiary of Miss good hand, will continue to benefit from an unobstructed right away and water connection during construction and operation of a proposed development. And as such, there is no requirement to enter into a voluntary land agreement. And it is for this reason that Miss good hand is her entry is marked as complete in the land and rights negotiations. Tracker,

24:49

apologies, Mr. David, but I'm not really quite understanding so if there is no reason for the applicant to enter into an agreement

24:58

with Mandy, Karen good.

25:00

Hand, then, why is you being included in the land tracker?

25:07

James Davie, on behalf of the applicant, when the applicant drafted the initial land and rights negotiations tracker, the criteria for inclusion of a an interest in the land and rights negotiations tracker

was a category one interest. But if it would be helpful for us to remove any interest where we do not need to reach agreement, then we can do so at the next deadline. To simplify things. So what category person would you qualify? In case of Nandy, Karen good hand, category three. James Davis, on behalf of the applicant, she would still be a category one interest, but we would just remove from the tracker because, on the basis that we don't need to secure a voluntary land agreement with Miss good hand.

25:53

Apologies, but I'm still not clear on this situation. So in terms, in terms of the land tracker, the detailed land and rights negotiation tracker should track and should include all of the affected persons that have

26:07

right to that

26:10

will be interfered by the applicant. If this, if you don't have a reason to enter into an agreement with this person,

26:19

then why is she being included within the tracker and and why is the details of an agreement having been reached?

26:30

So for me, Ian mcever, for the applicant. So I think it might, I suspect what it is is sort of clerical points here in terms of what's the sort of legal definition of categories, one in which Mr. Davies sought to include in the tracker, versus probably the practical legal position in terms of what agreements are needed, I can see how there's some potential confusion here, and so I think it would help us, rather than making any unilateral changes to the tracker, just to clarify for you, factually whether an agreement is reached it sounds like it is, and why that is the case and why it's still correct, then for her to be listed in the land and rights negotiation tracker and for that to be marked as complete, I think it's something that would benefit from discussion. Our end on first, sir, if that's okay, and then we can respond in writing to you that

27:17

might be helpful. But I think that my concern is more linked with the fact that

27:25

following from the applicant submission to the examination and

27:32

Mandy Karen good hand being marked as having entered into an agreement with the applicant subsequent to that, as I understand it, and I think that the

27:43

time scale here is very important. We received following from that a submission stating that actually that that was a misrepresentation from the applicant. So it what it seems to be needed

27:59

at this point, is

28:03

clarification and a response to that submission and an agreement with

28:11

Mandy Karen good hand that clarifies what the position is

28:19

from the applicant and from Mary Karen Good Hands perspective in relation to an agreement, if that makes sense.

28:35

Thank you. So, yeah, no, that's all noted, and we can, we can certainly do that well. We can certainly endeavor to clarify that with Miss good hand, just for clarity and to avoid any suggestion that we were deliberately misleading there, the indication of complete was indicated against the voluntary agreement has been reached with the three hold earner, Mr. Davies point was in respect of MS good hand. No agreement was required, but she was still listed as an occupier there. So the complete wasn't meant to indicate an agreement had been reached with MS good and no agreement was required. But I can see how that could be confusing. So if I may suggest, I think that the applicant has two options. We can clarify. Either consider how you include this specific person and where you actually include it within striker, or the second or second option is where you state and where you have the update the likelihood of resolution during the examination, which actually is more than that you are kind of sort of confirming the status of where you are with negotiation actually clarify that position and clarify that the applicant's position is what the applicant's position is, but actually put that in the tracker, because otherwise it will be, well, obviously we are receiving representations from someone that does not really understand how the applicant is representing their position in.

30:00

Examination. Thank you. So now that's understood. I think it is the way we've tried to frame it in the track, I can see my colleagues just before me at the moment, so we note in the green column agreement with three older complete which isn't which. I can see how that could cause confusion to have mr. Duncan isn't the three holders. So I don't think either party is wrong, but I can see how we could usefully clarify that, so we will do that for you, sir, perfectly accept that. It's just a question of clarification and where we stand. Thank you.

30:28

Right.

30:32

Can I also ask the applicant, in terms of site specific issues, for the applicant to provide a quick update on where we are with Crown land? Please do

30:43

Thank you, sir. I'll knock for the applicant, if you bear with me,

30:48

I will find you the relevant update. So both the section one through five consent and the two deed of covenants the applicant is negotiating with the Crown Estate or an agreed form, but they're not yet signed, as

31:01

I understand it, those matters are now subject to respective final sign off and governance on the other side. And so we would expect that that agreement would be confirmed, and the 135, consents would be issued. Timelessly, I can't confirm definitively by that point, but evolving positively by the midpoint of this examination. Sir.

31:28

Thank you. Thank you very much. Mr. Mac

31:32

right. That concludes my questions on this specific item. Can I ask if anyone has any other questions that they would like to ask on item that I would like to put forward to examination and the item for site specific issues for the applicant, Raise your hands please, either in the room or virtually.

32:05

I don't think we have any hands raised, so I assume that no one has any questions under this specific item.

32:13

So I suggest that we move on

32:21

to the next item

32:25

before I do, I just received notification that Mr. Mountain, apparently, Mr. Mountain, has raised his hand at some point a couple of minutes ago. Mr. Mountain, can I just check if you would like to if you still have any questions that you would like to ask under this point.

32:42

No, it might be not appropriate here, but I just wanted to mention that I'm also the tenant of John Copeland.

32:50

But have you had to hear anything from low carbon as the tenant,

32:54

the tenant, the tenant of

32:58

John Pope, has agreed the voluntary agreement on the land schedule, but I just wanted to mention that I'm the tenant of all of John Cope's farm and all of his land.

33:09

Okay, can I ask the applicant if that has been identified?

33:15

Yes, that's correct, yes, and it's in the land and rights negotiations tracker,

33:20

okay.

33:22

Is that? Is that clear now? Mr. Mountain,

33:26

yes, thank you.

33:28

Thank you very much, right? If there are no further questions than this specific item, then I will move us on

33:38

to the next item, which is Item five, site specific issues by affected persons. So from Mr. Mountains perspective, we we sort of have covered that this specific item, Mr. Mountain, since you are still online with us, can I just ask if you would like to raise any further issue under this specific item, item five site specific issues for affected persons, or if that has actually been covered with your earlier submission today?

34:12

Yes, that's correct. It's actually been covered in the earlier submission today.

34:16

Thank you very much. Mr. Mountain.

34:21

And

34:23

I would then like to offer the opportunity for any affected persons that might be with us today to raise any concerns in relation to the compulsory acquisition or temporary possession of land that they own or occupy. Can I ask for you to raise your hand if you are with us, either in the room or online, if you have any concerns, Mr. Ewing's, please.

34:50

Hello, sir. Thank you. Thomas Ewing's for vicarage, Grove, energy center.

34:57

It might be useful to you.

35:00

To bring up a plan showing the area that we're interested in around the substation. I'm grateful to Mr. Mac for providing a copy of the constraint master plan that might be a useful document to to see whilst I'm speaking, I had seen Mr. Ewing's apologies to interrupt you just just to clarify, I don't think that technology allows us to allow you to share the document that you want. So I think the examination, sorry, it's in the examination, a reference as 32

35:35

as

35:36

as 3232

35:39

please. Can I ask you to just hold a moment while I ask the applicant to share the document?

35:46

I think we have it shared now.

35:49

Thank you very much for that. Mr. Ewing, is there a specific page that you wish to draw attention to? I think there is only one showing the substation area that's correct. Thank you.

36:02

Thank you very much. Mr. Ewing, over to you, please. Thank you. Thank you. Simply because I think, rather than cutting between plans, This one covers most of the points, if I may, I'll just briefly, without reiterating points made on written representations previously, we'll just provide a little bit of background, which will hopefully assist the examining authority. So my client, Vickers drove energy center Limited is

36:30

interested in two plots so on the plan that we can see, they are the westernmost plots to the north and to the south of vicarage Trove. Those are plots 1852

36:44

and 1856

36:47

and this plan also highlights, roughly in pink, the extent of my clients, solar farm land. And as you can see, the overlap with the order limits,

36:59

my client got consent for a circa 50 megawatt solar farm, which is granted in February 2022 separate cable consent was granted later in September 2022

37:13

the solar farm is now fully constructed. As of this week, it has been energized to the substation with live testing underway, following which the site would be fully commissioned and begin exporting.

37:30

I should also note my client, Vickers drove energy center Limited is also now an undertaker pursuant to its generation license, which was granted on the 12th of September 2025

37:45

concerning the land interests, I will refer to other documents in the DCA, but as I said, I don't think there's necessarily a need to in examination. Sorry, I don't think there's necessarily a need to look at them. But Vickers drove energy center Limited has leasehold interest in those two plots to the north and south of vicarage Trove. And as I say, they are plots 1852

38:09

and 1856

38:11

the book of reference rep 2008

38:16

at page 171 and 173

38:21

lists the two plots,

38:24

the description of the land and the right sort for both. I think the description is largely the same say for the area or permanent acquisition of new rights over agricultural land, drain and hedge.

38:38

Just to note that the land is now a solar farm. And as I say, the equivalent wording on page 173 as well,

38:49

touching on the point that was discussed on the last item around

38:55

the

38:58

negotiation status plan reference as 030,

39:05

note that the the

39:07

two plots were colored green on that on that plan. And I think the applicant's responses have explained why that is.

39:17

I'll just note two things so that it was marked green in respect of the freehold owners interest. That's John Grant Donnington,

39:25

and that indicates heads of terms and or an option agreement have been agreed say there is not agreement from my client in terms of its leasehold interest in those two plots.

39:38

The entries, apologies for interrupting you, but I just wanted to clarify your point so that we can follow your reasoning more clearly. When you are saying that plots that are of interest to the Vic, which drove project limited, you said that they were marked as green. However, as we heard earlier, from the applicant to plot.

40:00

Which are the only plots that we have mentioned as being associated with the vicar project limited, are marked now and have been described as Amber by the applicant. So has that situation changed? Or is that a mislabelling or misrepresentation of the sites?

40:21

Yes, certainly, I think a point of clarification in that there are two companies here with very similar names, Vickers, drove energy center Limited is interested only in the two plots to the far south west that we can see, not the plots that we were previously discussing to the North East, as I understand it.

40:43

So as I say, on the

40:45

negotiation plan,

40:51

Mr. Ewing's, can I just take this then step by step, please, just to clarify for everybody, so in terms of the book of reference, I have interest registered for Vic rich, drove energy center limited, which I believe is your client, and for plot 18 618,

41:15

618.

41:16

Six in in the written representation of my clients in the book of reference, yes, yes. Rep one, hyphen, 061,

41:30

is not correct

41:33

for Vickers drove energy center limited, I believe there was an option to exercise, at least in that land that has not been exercised. So there are two plots only. Okay, so you are setting at the moment that plot 18 six is marked down as Rick which drove energy center limited having an interest in that plot. And that is incorrect. And in terms of plot 1852

42:02

which is the other one that I have registered in the book of reference for victory drove energy center limited. Is that correct, or is it incorrect as well? That is correct along it is correct 1856 so those are the along with 1856

42:18

Okay, and

42:21

1806 1806

42:25

the one that there is no leasehold interest for my client in that, in that plot. And okay,

42:38

right? And I also have reference to 1852

42:43

and 1856 and those are correct, right? Correct? Yes, okay, those are all the references that I have in the book of referencing related in relation to vicarage Jove energy center limited, right? I will ask the applicant to sort of confirm that, but in the meantime, can I ask Mr. Owens, now that we have established what plots we're talking about, if you would like to then submit your representation to us now please, thank you. Yes, thank you, and apologies for for any confusion there. The point of clarification I was making was, as I say, the point previously covered around the coloring on the plan, the negotiation status plan as 030

43:27

was green to reflect the understand the freehold owner. Agreement with the freehold owner. My client has a lease in those two plots, and there is no agreement with the leasehold owner.

43:41

The point I was also leading on to, in respect of the book of reference rep 2008,

43:47

is that it notes in the entries on pages 171, and 173, for my clients, that there is a restrictive covenant preventing the landlord from granting rights. I'll summarize, but granting rights which would be detrimental to to my clients interest. So our view, my client's view, is that no such rights could be granted without its consent, which it has not yet given.

44:17

Briefly on just to clarify those plots,

44:21

get a you are confirming interest in from your client,

44:27

they are both marked as blue, so order land for when your rights, including restrictions, are to be composed required contemporary use of land. Okay? Thank you.

44:43

I was briefly going to touch on the works plans, but I expect it's familiar to you, sir, in terms of the requirement in this area of the scheme that this is work for a and is being rights are being sought for a.

45:00

In the cable corridor.

45:03

Again, the constraint plan that we can see here shows, shows the potential routes. I understand from the applicant that this is indicative but a potential cable route coming to the south of the substation and overlapping into those two plots to enter the new extension area to the south. As I say, I understand from the applicant. This is illustrative only, but

45:32

useful to describe, because the lines aren't particularly clear on that plan.

45:38

And may I ask Mr. Ewing's in terms of,

45:42

do you have any suggestions or ideas in terms of how you would like to see this matter resolved? Would it be through what sort of measures within the dcl?

45:53

I think my client's view is that it doesn't consider its land should be included in the order limits.

46:00

We understand from the applicant

46:04

that the use of its land would be a worst case scenario. We would favor a commitment to, sorry, I can't remember which is Option A or B, but the alternative route into the substation to the east, which would not require any compulsory acquisition of land in which Vickers Jove Energy Center has an interest

46:26

failing that we are in discussion around

46:31

agreeing and protective provisions, there was a constructive as I understand it, meeting between my client and the applicant last week. Think more work needs to be done as a result of those discussions, my client is remains concerned that the order limits have the potential to have a significant impact on its solar farm, the land included in the red line boundary In the order limits includes various apparatus, including panels

47:03

and other access tracks and cabling for the Vickers drove energy center scheme

47:12

Mr. Ewing's quite often situations like this. It's not unheard of in other projects, in other

47:19

DCOs, of similar schemes for that to be protective provisions agreed with different operators in order to make sure that apparatus that might exist within that land will be protected. However, you have mentioned that actually you do not believe that it's going to be a suitable alternative in a way forward in this specific case, can you please provide to the examination a little bit more information on why that is? Well, my client's concern is that there is information outstanding, which means that there is no certainty

at this time given where the order limits are as to the extent of impact on my client's project. The concern is that the proposed works could sterilize a large part of the solar farm,

48:11

the consequential effects on reconfiguring the related parcels in terms of the panel layout and also the commercial impacts now, as a result of very recent discussions with the applicant, the commercial impact is something that is going to be looked into

48:30

at pace

48:32

and in terms of what potential compensation might look like. So my my clients, starting position, as I say, is that

48:42

subject to that additional information,

48:45

the objection is

48:47

that those parcels should not be included in the order limits. As you say,

48:53

absolutely protected provisions are something that we are in discussion with the applicant about. The most recent version was sent several months ago,

49:04

and we await approval. I think the situation has changed to the extent that the applicant was undertaking ground surveys to determine where the cable routing might work. That

49:19

took a little bit of time over the summer for the results to come through,

49:23

and as I understand it, sure the applicant will correct me if I'm wrong. But those surveys were inconclusive.

49:30

The upshot is that I don't believe there is any intention on the applicant's part, again, happy to be corrected, to amend the order limits as they are presented in front of us, it's absolutely the case that we will continue to engage on protective provisions and a potential side

49:52

agreement Mr. Mr. Ewing's just for clarification,

49:58

you mentioned a.

50:00

Significant, assume economic effects

50:06

of the proposal as the applicant is, is, has it has been submitted so far

50:13

on the solar farm in your client,

50:17

however, I'm not 100% clear in terms of

50:23

if protective provisions are agreed between both parties that actually protect the apparatus, which I'm guessing that's going to be linked with, mostly the cabling and any other parties that might be that belongs to your Client within the client will be protected. I don't really understand what then the impact would be to your client. I'm not 100% clear on that. The concern is that the effect of, as you say, cabling, could still be the sterilization of that land. As far as I'm aware, there is no guarantee of certainty from the applicants on that on that front so whether the panels that are there currently can remain in situ at all. There is no there is no agreement or confirmation whether that is the case. So we are potentially looking at a reduction in the generating capacity of the site. As I say, these are matters that need to be discussed in detail with the applicant and resolved clearly.

51:30

Thank you. Mr. Ewing's apologies to press you on this specific point, but I did fully understand your concerns here when you talk about sterilization of the land, and you're talking about solar panels, and there being a reduction in solar panels. So are there any solar panels located within that specific plot of land, or is it just cabling? There are, there are solar panels, and I appreciate so you don't have an as built drawing in the examination. That's something I'd be happy to take away and provide following the hearing so that you can see an overlay. Okay? Yes, there are Thank you. Yep, yep. Thank you very much. Mr. Ewing's that's not very clear. Can I ask the applicant if they would like to reply to Mr. Ewing's concerns, please? Thank you.

52:18

Thank you, sir.

52:21

So there were a few sort of different elements to Mr. Ewing's submissions. And I suppose it would be useful, I think, to go through this plan from sort of north, north to south, but I suppose just a few immediate responses and clarifications for you, sir. So Mr. Ewing's rights, that at the point of application, we had prepared draft protected provisions for the purposes of his client, which was shared between the parties. The expectation and hope was that we'd be able to reach agreement on those provisions such that they could be included into the DCO in an agreed fashion. Mr. Ewing's is also correct that when they returned their draft edits to those protected provisions, it became clear that there was, there was a wee bit of distance between the parties. We hoped to resolve that gap by carrying out those additional accord ground penetrating radar surveys to seek to understand specifically what apparatus in particular and ground conditions are like where there is the overlap between the sites, it was hoped to inform a position whereby we could reduce our limits, or at least control our powers within those limits in a way that would be acceptable to Mr. Ewing's clients. The results of those surveys haven't allowed us to do that. So we're presently not in a position that we can commit to that restriction or reduction in the way that Mr. Ewing's clients are desiring. And that means, at the moment, there is this discord we are attempting to resolve that through principally commercial interface agreement discussions between the parties. There was a meeting held at the start of this month where the respective clients discussed what options were available here. I think we are still waiting for those discussions to evolve further in return, I think there was a degree of commercial modeling being undertaken to inform that which will then allow Mr. Ewing's and myself to work out the appropriate way to document any agreement and or protected provisions that are reached. So that's, by way, sort of general overview, the kind of commercial backdrop and the and the practical legal discussions that are that are in play. There is a sort of citing consideration here in which I think it might help to to explore. I'd sort of originally envisage doing this, as I said, from north to south, using that plan that we submitted the as zero 32 because I think it's quite helpful to to inform and illustrate some of the considerations that go in here and why it's it's not as simple as I think we would all like to be able to resolve some of the issues that get raised, both with Mr. Ewing's, but then also some other.

55:00

Answer is, I'm sort

55:01

of open to how you would like to do that. So if you're happy for me to start from from north to south, I can do so. Otherwise, I can try and reverse engineer it to deal with V deck first, but let me know. Or I can equally defer this until item six, which is the other statutory Undertaker's where I thought this might be also appropriately discussed.

55:22

That first since this concern has been raised. Now I think it might be useful to

55:29

resolve it now, if, if, if the applicant is in agreement as well, in terms of what direction I'm happy to follow, I'm happy to try and follow your reasoning in whichever direction. But obviously I am. What is key for me to understand here is

55:50

what sort of proposals the applicant has in order to try and resolve this, this issue that Mr. Ewen has highlighted, and in the eventuality that the issue is actually not resolved with this stat, sorry, stakeholder, thetorian taker, then what options would the applicant like to put forward for the examination? Absolutely. So with apologies to you and Mr. Ewing, she'll have to bear with me as we eventually end up there. But it all leads to that point. So so this is the constraint master plan for bigger fence substation, which is document reference as zero 32 and that was a plan that was prepared in anticipation of this hearing, because I think it helps to visually demonstrate some of the constraints and considerations that exist around principally the approach into bickerfen substation.

56:41

So before

56:44

doing that, I think it's a sort of general observation. It's hopefully helpful to see the sheer number of different colors and overlapping proximate development areas that demonstrate how busy, for want of a better word, this area is. It's not unusual for a substation of this size. However, it does explain why a level of flexibility that we're seeking is desirable, particularly as it's an evolving picture as more schemes come forward. And so if it helps, because I can immediately see the concern on your face, I will endeavor to draw out specific legend references as we go through so

57:19

if I could just ask to bear

57:22

with me for one second. Mr. Mac I just wanted to confirm with Mr. Ewing's that the plot that Mr. Ewens is referring to is 18 six. Is that correct?

57:38

Yes. Thank you. Thomas Ewing's for Vickers drove energy center limited. The plots I am interested in are 1852 and 1856

57:50

1852 and 1856

58:00

Mr. Mac, if I could ask you then to talk us through that specific issue, but also try and point out, because obviously the difficulty with the image that we're showing now is that actually does not show the number of the plots, so we need to be able to identify that. So if we could start by doing that first, and then you can talk us through what what the map is showing in terms of different

58:26

types of infrastructure within that area. Certainly say a night for the applicant. I'm not in control of the cursor, but I'm hoping whoever is can follow. So the those two plots are effectively the Western,

Western extreme of our red line boundary. So that plot there where the cursor is currently located, and then immediately South underneath. So it's those two plots with the fuel boundary, and I think maybe the drain.

58:53

I think, well, I can compare it with

59:01

I can compare it with the land plans which I am looking at as well. So sheet 18 of 18 of the land plans, which let me just try and confirm the reference.

59:17

I don't have reference at hand with me at the moment.

59:26

So I'm looking at revision three. Apologies. Rep 2002,

59:32

and as I said, sheet 18 of 18. And that's 1852 and 1850 that you're referring to, correct.

59:42

That's where I say. Okay,

59:44

thank you.

59:46

Over to you then, Mr. Mac, please. Thank you. Thank you, sir, the applicant. And apologies. This plan was an attempt to try and distill lots of different information onto one page to save you juggling back and forth. But I should have thought the line plans. So sorry. But if we if we could scroll.

1:00:00

Back to the top of the screen, if that's okay, because I thought it might first help to set the kind of general locational approach, which I think if you, if we looked at it, it's it's really whether you approached to the west or to the east as you look at it. So

1:00:16

once we identified the the vicarage drove energy center scheme, and which is the site in question of Mr. Ewing's client, and then also the proposed heckington fen DCR order limits, which is the turquoise hatched corridors to the west there, it became apparent that it would have significant challenges to route the connection into the west of the site, and correlatively made roosting to the east much more attractive by comparison. We discussed the alternatives in sort of general terms in relation to the cable corridor, both earlier and at the initial issue specific hearing. So I propose to go into much greater detail

on that now, but wanted to explain that general locational approach and roots in because it informs some of the site specific considerations that follow.

1:01:04

So with that general locational approach confirmed, the question then became, how and where you route into the substation itself from that easterly approach. For ease of illustration, we've included an illustrative 30 Meter corridor within our order limits, which is the maximum working with that, we're permitted under the under the DCO through the outline construction Environmental Management Plan, which places, version of which is rep to 017,

1:01:30

for the avoidance of doubt, those that corridors there, just for example purposes, and to ease discussion about some of the options that we will consider today. And no inference should be taken from it.

1:01:41

So I think the first consideration, and I believe others have queried, is whether you could route down and through vicarage drove road itself, which is the diagonal line as you as you go from northeast to southwest, where the cursor is following in what will become a recurring theme of my submissions here. We're not ruling that out, and I think it may be a good option. However, the level of known, existing apparatus and proposed apparatus within that road already not even allowing for anything else that might be in there that we're not aware of, means we cannot commit to that with any certainty, and it would introduce unacceptable project risk to narrow ourselves in that way, and that means that any other option necessarily means a level of overlap with fit of us scheme, as can be seen with the orange hatching, it now looks slightly more yellow to me on that screen. But again, that might be my color blindness.

1:02:39

And again, the Western illustrative corridors broadly So again, just to make sure the curse is following. So the Western corridor, which is exactly further to the left of the screen, there

1:02:53

is broadly the area requested by Fidra in their relevant representation, which is R 020,

1:03:01

albeit and get allows for an additional nine meter buffer to the eastern edge of that Western corridor, which accounts for the nine meter buffer required by the black sluice IDB through their bylaws. So it's a 39 meter width in totality, and it's understood in general terms, that would be what Fidra would be comfortable with, that could be accommodated with without compromising their scheme

1:03:28

again to confirm that VR preference, so limiting the overlap and potential compensation that could become due. And we've confirmed that to Fidra and in our response to previous written

representations, however, we cannot commit definitively to that route based on the ground condition information that we have at present,

1:03:49

as noted in those previous submissions, we sought to plug that information gap by carrying out targeted ground penetrating radar so GPR surveys in that area and around VDX site In the southwest corner to seek to better understand the conditions and particularly what apparatus might be in situ. However, the results were inconclusive, and that it was unable to define accurate depths of that apparatus due to strong power signals. In particular, the results were inconclusive regarding the Viking link cable in this area, and how the potential crossing could be affected. So, so the Viking link cable on the plan is that olive colored line, which runs from the south and has two turning points into the into the west, to the substation. And so, to add a little bit more color to this as well, the where the cable turns into the substation, so the two left hand turns, if you will. Those were both carried out through HDD French list crossing, which has the implication of being substantially deeper in terms of its burial depth, whereas the vertical line from from south to north was trenchless.

1:05:00

And so has a shallower method of crossing. So that's that's material, because the implication of the uncertainty and the potential challenges in crossing Viking links cable in that area, and particularly where the trenchless, where the HDD cable was was used, and the greater depth could introduce significant complexity and challenge to that, Mr. Mac apologies, apologies to interrupt you. But can I just confirm that is that those technical constraints, the reason why,

1:05:34

if we look at

1:05:38

the plots and substation constraints master plan for bigger fan substation image that, that, that you have submitted, is that, why, what I believe you have marked as the illustrative example, beacon, fan cable route 30 Meter working with,

1:06:00

Is that the reason why it actually goes and overlaps with the Vic rich drove Energy Center site boundary, because it does seem to me that there isn't that much,

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there isn't that much overlap between the two. So I'm just trying to actually understand technical requirements of why.

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And to go back to the

1:06:24

plots and site plots, why is there an overlap inside 1852

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and can't the

1:06:36

cabling just be turned around within Site 1850 Is there a technical constraint for that

1:06:45

potentially so it's not purely because of the Viking link that I'd say the main issue in so far as we have the potential overlap with with V deck is principally the engine substation works, and residual uncertainty as to exactly where that infrastructure, and particularly the bay extensions will be located. We have the black hatched land, which is just immediately south of the existing substation. And again, it would be our plan a to follow, if not that exact Western corridor, but a version of it to route into that easterly location and or potentially come south and up so considering that the applicant is going to actually connect via the extension, the proposed extension to the substation, what conversations has the applicant had with

1:07:40

all the key stakeholders in order to try and resolve the situation and make sure that connection could perhaps be done through a slightly different site. So what I am trying to ascertain here is that if the if there is going to be an extension, can the extension be designed in order to avoid being such a conflict between the interests of you as an applicant and the interests of vitro energy center.

1:08:09

So in mind for the applicant, that would certainly be our hope. But we are not in control of that process as applicant. That process is driven by en jet themselves, and so we are to some extent at the mercy of that design and that that configuration, and just to add a wee bit more further context, so it's not purely the location of the bays themselves. So whether it's, for instance, on the eastern or western edge of that black hatched area, as you look at it on the plan, but it also depends on the other infrastructure that they locate as part of that substation, which might preclude a southerly approach. So I would like to think with V deck, it is hopefully an absolute worst case that we would need to route west of an approach into the substation which has that interface. But it can't be ruled out at the moment based on the information that we have, and to limit ourselves in a way that did preclude an overlap with that western edge could potentially render the cable route and the connection unfeasible in this context. Okay, thank you, Mr. Mac just okay. I think I understand that, and I think I understand the constraints that you are dealing with. However, then if we could address the second point that I asked, which would be

1:09:23

in the scenario that a resolution is not

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cannot be achieved between yourself and frequently drove Energy Center, what sort of measures and what would be the alternative proposed by the applicant to address that that situation?

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Thank you, sir. So

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I think we'll go for the medium like answer. I think initially it was hoped that we could limit ourselves to a particular corridor within the order limits that while still overlapping to some extent with V deck site, the overlap would be concentrated.

1:10:00

In an area that wouldn't overlap with their panels,

1:10:04

because we can't rule out that westerly approach. And also, just as a small point of detail, it's, it's also the turning circle that's required, or the cabling here. And I'm by no means a technical specialist, so if you want to explore this in more detail, so that we can, we can provide this in written evidence, but it means that it's, it's not just the sort of vertical line turn in there's, there's a degree of width needed that extends outside of the cable to facilitate that. So

1:10:28

that was the kind of first option to explore, whether we could avoid the direct interface with their with their panels. That's presently not looking possible to conclude based on the information that we have. So I think, truthfully, the the only arrangement that could be reached where you can't rule out this level of interface would have to be a commercial agreement, because it would necessarily lead to some impact on or overlap with their existing panels. Now our submission is that the level of interface is pretty small in the context of their overall scheme and their overall sites, and we can provide the figures with that. However, I appreciate that's not an idle comment that you want to make, because there was still physical infrastructure there, and there is still a physical impact and commercial loss, but I think there is, it's difficult for me to envisage a practical interface solution, given their their site is now built, as Mr. Ewing said, and the panels are there. So if we, if we find that the vn jet substation works are developed in a particular way, that means that renders it not possible for us to viably connect east or south, such that we can only go west. I think the only resolution would be a commercial agreement at that point in time. But the parties are discussing all of these eventualities, but I wanted to be honest with you about the potential direction of travel with this. Thank you, Mr. Mac and also I assume that the applicant is in conversations with National Grid regarding this specific issue. Does the applicant feel that it that National Grid might give some certainty regarding the extension boundary and to try and resolve the connection issue within the time of the examination.

1:12:13

So I don't want to speak on behalf of enjp, but I don't think we would have confidence that the requisite level of design certainty for their works here will be reached within the time because of this examination. Okay,

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in that case, then, if the applicant agrees, and Mr. Ewing's if you agree as well, and please do raise your hand if you would like to comment further, I would suggest that we take away an action for the applicant to you. Contact National Grid

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and

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submit to the examination

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some response in terms of

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what can be done in terms of the design of the extension and at what time scale. Obviously, I accept that the applicants,

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the applicants,

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room for maneuver here is very limited, because you are subject to national grid and the requirements. However, if we could get some sort of, some sort of statement that would cover that, that would be very helpful. And Mr. Ewing's,

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is there any further comment that you would like to make on that? Please?

1:13:37

Thank you, sir, Thomas Ewing's for vicious road energy center limited.

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No, that was very helpful. And thank you to Mr. Mac for running through the points which which covered some additional points I intended to make. I think in summary,

1:13:51

there are clearly technical and commercial points, and we do need to work up detail on both of those fronts. So my clients base position is that it cannot allow significant impact on its solar farm. It's going to work with the applicant to ensure that doesn't happen. But as you say, sir, there are several strands, including

1:14:16

the work proposed by national grid to the south of the existing substation that tie into that. If we can in submissions following the hearing, we will add detail, which we hope is going to flow from the meeting between the my client and the applicant that happened last week as to the way forward.

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Thank you very much for that,

1:14:37

right. If there are no further questions on this specific point, I'm happy to move us on. Mr. Ewing's you satisfied for us to move on?

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Yes. Thank you, sir, yes. Thank you very much.

1:14:52

Right. So,

1:14:56

my next question for the applicant.

1:15:00

I was linked with.

1:15:05

It's a point that we have already addressed in terms of Medicare and good hand, but I think that we have addressed that however, I would like to bring also to the applicant's attention to other submissions made by

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not APS, but persons that have made submissions to the examination that will be affected category three person that will be affected by the development that would be Philip V Thompson and mentally Holloway,

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in terms of

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effects of the proposed development on specific sites, and also Toby Morrell, which I think enjoys easements or other private rights proposed to be interfered with,

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are mindful of

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the time And and

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the applicant's role and availability to reply to those questions here. But if I could just, if I could just raise this to the applicant attention in terms of these specific representations, and then ask to to provide a response in writing after the examination

1:16:17

to the concerns raised by those

1:16:23

people included within the book of reference.

1:16:27

Now, can I ask if there is any other affected person that would like to raise any concerns under this item?

1:16:39

I don't see any hands raised, so I propose that we then move us on to item six, which is site specific issues from statutory undertakers. So

1:16:53

one of the key issues that I wanted to raise is actually we could strove energy center with with Mr. Thomas Ewing, so we have actually addressed that one. I'll just now ask the applicant to provide a quick update on the progress of negotiations with other statutory undertakers, but please only the ones that are still outstanding, and I don't need to go through in detail all the ones that have been agreed

1:17:20

certainly. Sir. Thank you. So

1:17:24

probably the most proportionate way to do this is so the detailed lands and rights negotiation tracker, which is rep two, zero, 11, E, page 20 onwards, will cause the status of negotiations with each statutory Undertaker that has land and interest within the order land, I think, by way of general overview,

1:17:45

we're making progress with all of the statutory undertakers that are listed there, perhaps with the limited exception of Network Rail at present, where you may have seen some more response to their relevant representation, which is our response was at rep one zero, 29 and which was e page 77 that there are two sort of fundamental issues in terms of the land agreement, which informs what provisions can be included in the protected provisions that we think at the moment may preclude agreement being reached on those terms otherwise, insofar as protected provisions are outstanding between the counter parties, and we've heard the discussion with Mr. Ewing's for his client, I think we're in a good place on those and discussions are progressing, and I would be confident agreement will be reached. However,

if you had a specific query in relation to any one of those parties, I'm happy to record the latest exchange with them,

1:18:44

certainly. So first of all, what I wanted to ask is in relation to network, rail infrastructure. So you do mark that agreement is not expected to be reached within the examination. So if that is the case, again, similar to what we have heard earlier, what are the options that the applicant would propose are pursued in order to address the concerns. Thank

1:19:10

you, Sir Ian, like for the applicant, so we think the alternative would be to include our preferred set of protected provisions we explain within our response to their relevant representation the citation I provided earlier, why we think the effect of those provisions are sufficient to preserve network rails undertaking in respect of those interests, and particularly to avoid the serious detriment we do so specifically by reference to the approval rights that they would retain over the specified work in question, so they would have an approval right to ascertain whether there is or isn't an impact, and they would clearly only grant that approval in circumstances where they were satisfied they wouldn't. We think that the issue at hand is purely a land interest point at this point in time which is removed from their their their undertaking in respect of their rail network. So we think it's a reasonably well.

1:20:00

Binary position, which is either their provisions, which include the protections on the CA powers, would be preferred, or ours

1:20:08

would our submission. In response to the relevant representation, noted the commonality of this issue with recent ecos. We cited in particular the National Grid's Yorkshire green energy enablement project DCO, which is from 2024 the national grid, Brantford twinstead reinforcement order 2024

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and also the VPI immingham Green Energy terminal order 2025

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where the same issues in respect of the concerns by the developers for the lift and shift and Termination provisions were rehearsed in that examination. And the Secretary of State on the ABP Ellingham green energy terminal order, so stated or sided with the developer in that question, noting it wouldn't be suitable to relocate or move the pipeline once it's been sold and it's operational. And so the Secretary of State in that case was satisfied that the protected provisions put forward by the developer in that case, which echo ours put forward here would be acceptable.

1:21:04

Okay, thank you for that confirmation. Mr. Mac, however, I do urge us to keep on trying to find a Richmond

1:21:14

agreement, rich agreement with Network Rail, because obviously it's a slightly different position in terms of perhaps the case that we heard earlier from Mr. Ewing's, where commercial agreement is not so easily reached or agreed when we're talking about Network Rail. So if we could actually progress and get some sort of agreement on this, I think that dx, I would very much like to

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see some attempts to try and resolve this issue,

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but I do accept that the applicant believes that you will not be able to reach agreement within the examination. However, I, as I said, I think I think it would be beneficial for us to see some pursuing of that. Thank you so much for the applicant. So that's all noted, understood. Any response I give is not to assert that we would not be open to reaching that agreement, and we'll, we'll certainly try. It was more just to make you aware of the potential limitations unless Network Rail shifted their position in turn. Thank you very much.

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So in the interest of time, I'm going to be very targeted in terms of where I would welcome some further explanation on where we are. The other

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gets. The other effective person that I'm not very clear on is UK transition. Power Holdings Limited. So can we please

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get an update on where we are with that? Please.

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Thank you, sir. I was just clarifying. So I think that entity I sort of colloquially refer to as federal energy, or, I think at the principal developer behind there. So, so if you recall on the site constraints, master plan document, which I don't know if we were able to pull back up, it might help to see their their site on screen. So again, I can talk you through the considerations. So, so that is the and again, give my color blindness, I think is the orange hatched area on the kind of eastern edge, exactly where the corridor is going through. So certainly, the discussions that had been held initially in response to Fiddler's relevant representation, focused on whether we could commit to the Western corridor that is indicated on that plan, which is

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principally the area that the federal heads had requested we commit to in order to, I believe, allow for their scheme to continue

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us an extra nine meters, which I noted, which would accommodate the buffer requested by the IDB. And so I'll just give pause for one second so I can make sure that you've got it on your screen as well. Let me know when you're happy for me to continue.

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I'm happy for you to continue now. Thank you. I was just trying to ascertain, actually the site

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within the land plans, but I can now make that parallel. So I'm happy for you to continue. Please. Thank you, sir. So I suppose there's a point of clarification before I launch into the site specifics here. So this scheme is, I'd say, different in terms of its status and context to the V deck scheme that we discussed before, insofar as this scheme is still pending planning permission at the moment, I think they'd anticipated permission being granted at various stages before today, which, for whichever reason of the local authority in question has not been the case. So it is still pending permission. So it's a different stage and an earlier stage. It was also submitted after our scheme was submitted, and I believe the references in May.

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25 this year, but we can clarify for you that's afterwards, that there's no sort of intended point with that. It's just to contextualize the different position. We're not talking about built infrastructure on that land in the same way we are with VDC, so that, I think will have informed that we're asking whether we could stick to the west of the site such that they can design around it. As I explained earlier, the effect of the GPR surveys we carried out, there weren't of a didn't provide sufficient certainty and comfort to allow us to confidently commit to that Western corridor, principally because of the uncertainty around the Viking link cable depth at that point in time, which may otherwise preclude now a little bit more certain I believe, no, I can the depth of the Viking link cable is still not certain. So, no, we have made inquiries to Viking link to help us with that, but again, to to manage expectations, I think it is unrealistic that they would come back with categoric reliance on particular depth that wouldn't otherwise be qualified by rely on your own investigations and what you find when you get there. And the concern is that if we committed ourselves to a Western corridor, and what we found when we got there was of such a magnitude that it significantly constrained or otherwise precluded delivery, it could, it could impact upon the viability of the scheme. So that is why we have informed Fidra, and we've made enough submissions to date, why we need to retain the flexibility to route our maximum 30 Meter corridor within a potentially alternative area of that overlap site. For illustrative purposes, we've indicated a kind of an extreme version of that, which is along the eastern, eastern edge of the site. Again, that's, you know, there's no sort of commitment being made there. However we have, we have hypothesized that as a potential solution to to Fidra, to see if that would assuage their concerns. Here, those discussions are ongoing, to see if there is a an option, be it interface or commercial, that could be reached. And I do think this is a bit different genre to the V deck, and that there is a potential interface agreement that could be reached, because there is not physical infrastructure there at present. So it means both parties may have the ability to to allow for a degree of design configuration. However, at the moment, that that isn't there, and so we, we are maintaining that the needs, and I think regardless of the solution, which would retain the need to have flexibility in that area,

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I understand that, Mr. Mac but from your explanation, it seems to me that we are in a similar position to Mr. Ewing's client as well. And therefore I would urge, similarly to what we have discussed earlier, to try and pursue some sort of agreement, and I don't think, from what you are explaining to me, does seem that there is still some distance to be between

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both parties, and maybe

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there could be an update On the detailed negotiation, try to try to actually reflect that

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That's right, so sorry, EMF for the applicant, just just to, I suppose, kind of provide a wee bit of sort of comfort and oversight, again, that those GPR surveys that were targeted to be carried out, we'd hope to have the results of those at an early stage, I think, principally around August, September, time it took slightly longer for those results, for surveys to come through, and for those to be interpolated such that I think we only between projects had clarity in the last few weeks, which is why we had the sit down and with with Vivek at the start of the month. And similarly, those discussions continued in parallel with with Fidra. Those discussions are progressing, and, you know, will hopefully come forward at a degree of pace again, I thought it was useful, hopefully, to soon set view here to explain why there, there might, despite best efforts on both parties, be a limitation as to what firm commitments can be made here. But it won't be through lack of lack of efforts. Okay. Thank you very much. Mr. Mac just finally, I would just like an update on

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because fan Windham wind farm limited, just in the sense that agreement has not been reached, and according to the negotiation tracker Now,

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the last update was actually in early September.

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So are we in a position to shortly expect an update on that, or can the applicant provide more recent update on where we are?

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Thank you so Ian Mark, for the applicant. So in respect of that, that party, you're right that we haven't heard further. In recent times, we've included for that party in part nine of schedule 11 to the draft DCO bespoke protective provisions, which we consider provide adequate protection for that party, which was shared with that entity. And obviously no submission.

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Into the contrary, has been, has been made, either into the examination or to us privately, at this stage, I can confirm that. So thank you. It's no action for the applicant to pursue that, and confirmation to be submitted to examination either way, exactly so negative. Thank you very much.

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That concludes my questions for item six, such specific issues from statutory undertakers. Can I ask if anyone has any further questions that they would like to ask on this specific issue in the room or online, please raise your hands if you do.

1:30:42

I don't think that we have any hands raised, so I will then propose that we move on to next item, which is item seven, review of the issues and actions arising. So we have been taking notes, and the applicant has been taking notes of actions as we have discussed today, I don't propose. I'll go through these in detail, but I would ask the applicant to submit this to the examination as soon as possible after today's hearing, for our review following this week of hearings. Thank you very much.

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I would also like to add one action to the actions that we have discussed, which is linked just

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this was picked up, which is linked with the update on the book of reference following Mr. Ewen's intervention. And plot, I believe, 18 six, if memory serves me correctly.

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So if we could ascertain that please and get that as an action. Thank you very much. Any further comments on that from the applicant or anyone else before we move on to Item eight, which is any other business, raise your hands please.

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I don't see any hands raised, so I assume that there are no further comment. So I would propose that we move on to Item eight. AOB, so I do have an item that I would like to raise under any other business, but before I do, can I ask if anyone has any other business that they would like to raise? Raise

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your hands, please, online or in the room. I

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don't see any hands raised online, so I will just raise one AOB for me, which is linked to the applicant's notification of attention submitted change request. So

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first of all, can I ask the applicant to just confirm what they have recently submitted to examination, and we have published in relation to the change request please

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certainly says so on the fifth of November, the applicant submitted a change request notification into the examination. So, as explained in that notification, the scope of the proposed development includes works to extend the bigger fence substation to the southwest of the existing substation. The draft DCO grants both the applicant and national grid electricity transmission PLC, so njet The power, the power to carry out those works, which is work number five, it's assumed that NJ will be the entity that carries out those works, given it's the national transmission power and national transmission owner responsible for such works in England and Wales, and that the extent of those works as submitted the application was set out in more detail in the electricity grid connection statement, which was a PP 285 and particularly section 5.2

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since submitting the DCO application in April, the applicant and en jet continues to liaise regarding the scope of those extension works, not least because of matters you will have heard today and so far as how they relate to other parties. The proposed change reflects an updated design provided by en jet to the applicant for the proposed extension which has provided was provided following that continued engagement between the parties, the changes are reflective of N jets, continued progression through its design phase, as is typical for works of that nature, it wouldn't have been possible for the applicant to account for those changes at the time of the original DCO application, which is why the change request wasn't why the proposals as part of the change request weren't captured as part of the DCO at that stage, but which we've

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now in the interest of time, so that the notification itself sets out the nature of the works proposed and the changes anticipated, as well as the impact upon the DCO drafting and the consultation process that is already underway and is due to conclude at the start of next month, I believe so, following the conclusion of that consultation, and having regard to the feedback received, we intend to make the change formal change request before deadline five on the 23rd of December. We've set out within the notification that the.

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Change application will contain more detail on the environmental effects that might result from the proposed change, although it's noted that the preliminary work indicates that we don't think there'll be any new or materially different environmental effects to the proposed development with, without, with and without the proposed change. And then in so far as this is specific to the CA hearing, it's also noted the proposed change doesn't necessitate or include a request for additional powers of compulsory acquisition within the DCO application. As such, we don't consider that the infrastructure planning compulsory acquisition regulations 2010 are engaged.

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The applicant and Jeb are confident that the proposed change can be accommodated within the existing order, order land and reflected within the existing powers, sort Okay. Thank you very much. Mr. Mac also, I just wanted to confirm the

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Indicative program that the applicant has proposed. So in in your in your document, your notification of your retention to submit the change you do state submission of change notification letter to pins, Wednesday the fifth of November 2025

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advice is provided by DXA. You suggest a deadline of Wednesday, 26 of November. Consultation on proposed changes commences Monday, the 10th of November 2025, so it commenced yesterday. Consultation on proposed change ends Sunday the seventh of December, change to be submitted to the xi on Monday the 23rd of December, the XA decision on to whether to accept proposed change. You suggest a deadline of the sixth of January. I just

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wanted to clarify a couple of points on this indicative program. So first of all,

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what sort of advice are you expecting from DXA to be provided to you on Wednesday the 26th of November? Thank

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you, sir, for the applicant. So obviously that's that's up to you and your discretion, but typically, we would expect it whether you had any views on the approach to the consultation that was proposed, and whether in particular, you think that there is any alternative party that should be consulted or different approach taken. That is exactly why I'm asking this question, because I am not clear in terms of what advice I can give you by the 26th of November, because you have already started Consultation on 10th of November. Thank you, sir. So clear in terms of what advice is expected from the XA sure certainly says so in that for the applicant. So on balance, we thought it was preferable to start the consultation so we didn't delay the eventual application being made into the examination and introduce any potential delay. We thought that to the extent that you had any advice or any gaps that you ascertained in the consultation approach, they could be accommodated within the existing consultation period before it closed, and or any extension to the consultation period as necessary. So the idea was that your advice would be received prior to the close of the consultation so that where necessary, we can reflect that within the existing consultation program. My other point would then be,

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you have highlighted just now that the applicant believes that it is not that the proposed change, if submitted, does not trigger CA, regs,

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and

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so clearly, statutory consultation will potentially not be required sub to the excesses question, however, you do state that you will go out for consultation on 28 days, which strikes me as The normal period that would be expected in statutory consultation. So even if I was to provide advice to the applicant in terms of non statutory consultation required

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because the change does not trigger ca regs, if the change actually is confirmed to not trigger CRS, I won't be in a position to do that now, because obviously you have already started an advertisement consultation.

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Thank you. So I think just trying to unpick that so

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in terms of the length of time that we proposed to consult, so that was following the pins advice notes in terms of what's an appropriate length of time to consult. But you're correct. And so far as this is, this is no that that note provides guidance on statutory consultation. I think it provides guidance on how to consult about the proposed change. Yes, it, it's, it's, it's not unheard of. EdX site provides advice to the applicant and say that because it the change might not trigger compulsory acquisition and does not trigger CR regs, then actually non statutory consultation might be more proportionate. That is within our remit, but obviously I am no longer in a position to make that decision, because there.

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Replicant has gone out for consultation for 20 days, so I'm just highlighting my position now based on on the time scale that you have defined, and therefore I am limited

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in the advice that I can provide to you by Wednesday the 26th of November. Thank you. So Ian Matthew, so I think I think I misunderstood your point for I understand that, so we're not expecting anything that would have that could otherwise sort of shorten the consultation in that way. We thought it was sensible, despite there's been a non statutory process to still allow 28 days for completeness, because we felt that could be accommodated. I accept that if we had launching consultation until we had your advice, and you had suggested that a lesser amount of time as possible that could have helped. Yes, I understand that. Mr. Mac, however, I just wanted to clarify in terms of your expectations, because you do set out in your indicative program that you are expecting a response from the XA on that date. But, but there are a couple of other issues that I actually wanted to pick up with you, which would be that there seems to be quite a distance of time between you proposing the change application to be submitted on 23rd of December, and actually you expecting any decision on whether to accept proposed change. I was wondering if there is a specific reason for that,

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I'm mindful that that actually falls within a significant period of bank holidays and and annual leave. And is that deadline dictated by your own internal capacity, or what is the reason behind that? Thank you. So you're not for the applicant, though, so I think we were probably just trying to be generous to you for

your Christmas period. So we're, we're happy for you to respond whenever you consider appropriate upon the request, if that, if that comes on the same day as Monday, the 23rd of December, then we're happy to pick up items. I think this might be a little bit too ambitious, but we shall, shall do my best. However, what I wanted to actually highlight is that if you submit the change on 23rd of December, obviously the only on that date and after I accept that change, will that will that change form part of the examination? And I do have some concerns regarding the amount of time left in the examination after that date,

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at some point in your letter, you mentioned four months before

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the end of the end of the examination. But obviously those four months is from when you are submitting as the notification of your attention submit the change request, not change request itself. In reality, we will be

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a little bit over a month and a half, close to two months, by the time that we you actually submit change

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so I just wanted to highlight to the applicant now that with two months for us to go through, two months left of the examination,

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it's not a lot of time for us scrutinize the change request if significant comments are received linked with the change. So I just wanted to clarify that where I'm standing now and what I am minded where I'm minded to be at that time. And

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obviously I cannot anticipate, or second guess, what sort of comments we are going to receive on change request. But what I think that, what I'm trying to highlight to you is that obviously, in light of those comments,

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if they're if they are significant, then we might have to look at the examination type table, and if it is appropriate for us to accept that change due to the time that we have left in the examination.

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Okay. Thank you, sir.

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I accept all those points, and obviously we can't, either one of us prejudge what, what comments will and won't be received. And the implication i i would quote that the nature of the change is not of a of a level or nature that should generate that significant debate that would follow, and particularly in view of

the preliminary assessment conclusions reached, and the fact that no ca regs are triggered, and there are still residual deadlines thereafter, much further questions could be asked if there, but We accept that if, if something surprising or unexpected turns up and necessitates us to revisit the program, then, then we can do so. So that's all notice. Thank you very much. Mr. Mac, right. I will move us on then to item nine, which is closure of the hearing. So I would like to thank you all for contributing so fully and usefully to today's meeting. We have found all of these.

1:45:00

Is very helpful. May I remind you that both notes and a digital recording of the proceedings today will be made available as soon as practicable on the project page of national infrastructure website. Also, I would like to remind you that we'll be expecting written submissions of all oral representations made today, including by the applicant, to be submitted to us by the next deadline. That will be deadline for the 21st of November. Finally, I would also like to remind that next hearing that we have scheduled is today, this afternoon, and it will be the open floor hearing, which will start

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three o'clock. Sign up at 230 I believe

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is there

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any other issues that anyone would like to raise before we close the hearing?

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Please raise your hands. I don't see any hands raised, so I assume that no one has any further issues. So thank you very much for today and I now close this hearing, thank you. A close now, compulsory acquisition. Hearing, one Thank you.