

## Hearing Transcript

<b>Project:</b>	Fenwick Solar Farm
<b>Hearing:</b>	Issue Specific Hearing 1 (ISH1) – Part 2
<b>Date:</b>	20 March 2025

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**FULL TRANSCRIPT (with timecode)**

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00:00:09:12 - 00:00:19:10

Yes. Thank you very much. In that case, the hearings now resumed. Um, before we go any further, can I just check whether you had an opportunity to discuss point on, um.

00:00:22:06 - 00:00:26:08

Archaeological trial trench in. Thank you. Um, during the adjournment.

00:00:26:15 - 00:00:47:26

Yes. Taylor power for the applicant. Um, yes. So that update will be part of the framework AMS that's put forward at deadline one. So, um, apologies that it wasn't before this hearing essentially just wanted to iron out any final discussions with, um, SARS, but um, that will come through in that AMS at that one. Thank you.

00:00:54:18 - 00:01:04:28

Yeah that's great. Thank you. In which case we've come to the end of agenda item four. Unless anyone else has anything they want to raise. And I'm going to hand back now to Mrs. Murphy to take us through agenda item five.

00:01:06:19 - 00:01:28:15

Thank you. So we're going to move on to Protective provisions, which there's been some, uh, reference made already, uh, to them earlier this morning. So I wanted to ask um, and it's been alluded to already, but I wanted to ask if there are any other bodies or parties that you'd be looking to include in your protected provisions list that in addition to what's already in schedule 14.

00:01:30:06 - 00:02:20:22

Thank you, Alex Dresden, for the applicant. Um, it might be helpful if I just provide a summary of where we are with the various statutory undertakers as listed in the Schedule of Negotiations and Powers document, um, in that order, if that's helpful. And that will pick up the the point that you ask there. Um, because some of the positions have changed. So starting with British Telecoms PLC and following some short initial discussions with BT, the applicant then received a letter from Openreach Limited, who are appointed by BT bet, to manage the protection of their electronic communications apparatus, um, which confirmed that they support the standard protected provisions for the protection of operators of electronic communications code networks that are included in part two of schedule 14

to the DCO, and have no further comments on the on the scheme, hence them not submitting a relevant representation.

00:02:21:23 - 00:03:11:26

In terms of the the NVMe Drainage Commissioners. Um, we've been in discussions with the commissioners regarding protective provisions, and the commissioners confirmed in those discussions that they would be looking to seek the same form of protective provisions for this project as that which is currently being agreed for the East Yorkshire Solar Farm project. And however, the applicant's legal team, being us as the same legal team acting for um for both projects, has not yet been able to obtain a response from the commissioners legal representatives on the latest mark of the markup of the protective provisions for the East Yorkshire Solar Project since November 2024, and despite several attempts to reach them, we will naturally continue to seek agreement on those protective provisions and enter into discussions.

00:03:11:28 - 00:03:34:06

Um, but we note that the standard protective provisions for the protection of drainage authorities that are included in part three of schedule 14 to this DCO are in the same form as those which were agreed with various other drainage authorities for the East Yorkshire Solar Project. But as I say, we will continue to reach agreement on that for East Yorkshire and then use the same provisions for when that's available.

00:03:35:12 - 00:03:41:06

Mr. president, can I just clarify a point on that? So, um, East Yorkshire is closed isn't it. It's the.

00:03:41:12 - 00:03:45:20

Yes. We're currently expecting a decision by the 17th of May.

00:03:45:22 - 00:04:02:09

Recommendation reports have gone up. Yes. And, um, so, so we'll have the decision out during this. So any form of protective provisions, even if agreement is not reached, there will be a form. Exactly. Presumably in that made DTO. If it's consented that, then your intention is to use for the purposes of this.

00:04:02:13 - 00:04:26:04

Which is sorry Alex Freedman for the applicant. And that is currently the case because the protected provisions in that part of the East Yorkshire Solar farm, DCO, as was the last version in the application, were agreed with the other drainage authorities and therefore we don't anticipate any further changes being made by the Secretary of State. To those, it was just the private negotiations with this drainage authority that we were seeking to agree. But I haven't received the comments back.

00:04:26:29 - 00:04:35:23

So is that on East Yorkshire? Yes, yes. So the ones in East Yorkshire are not agreed by this drainage authority, but they are by all the others.

00:04:36:03 - 00:04:54:10

That's right, that's right. Yeah. We just it was just that we received, we had in principle agreement on East Yorkshire from the strange authority throughout. And then right at the end of the examination we received a mark up and then we haven't heard back since then. So that was the only reason. But as I say, the other drainage authorities have agreed them and therefore we used exactly that form for for Fenwick.

00:04:54:18 - 00:04:56:07

Yes. Thank you. Okay I understand.

00:04:57:11 - 00:05:26:00

Moving on to the Environment Agency, then we received the Environment Agency's new standard set of protective provisions in early this month and provided comments, very minor comments on on those to the Environment Agency on the 12th of March. So just last week, and therefore, given the nature of those comments being very minor, we anticipate reaching an agreed form of of these protected provisions by deadline one and therefore, we will update part five of schedule 14 to the DCO to reflect this.

00:05:27:23 - 00:06:03:27

Excellent. Pipeline Systems Limited is next on my list. Um, the applicant has been in negotiations with Exelon regarding a form of protected provisions, which we would then include in as an additional part to schedule 14. We received the latest round of comments from Exelon at the beginning of this week. Um, which therefore we are currently reviewing. And we note that there's only one outstanding point remaining for discussion between the parties, and that in itself is a minor one as well. So we anticipate, again, agreeing these protected provisions that at a very early stage of the examination, hopefully by deadline one, and therefore we would update the draft DCO submitted that deadline to reflect this additional part.

00:06:03:29 - 00:06:09:24

And we understand as well at that point that Zealand would be in a position to withdraw its objection to the to the scheme.

00:06:10:25 - 00:06:16:25

Sorry. Can I just confirm that that's the pipeline that crosses the north west of the site? Is that. Yeah.

00:06:16:27 - 00:06:18:24

Yeah. Alex the applicant. Yeah. That's correct.

00:06:21:18 - 00:06:36:09

I've got Lumen Technologies UK limited next on my list. This is a quick one. Um, we've confirmed in discussions with lumen that they don't have any apparatus in the order limits and therefore haven't made any representations into the examination, nor will they be seeking protective provisions.

00:06:38:04 - 00:07:12:00

National Grid's Electricity transmission plc. So again, we're in discussions with their legal representatives regarding a form of protective provisions that will form an additional part of schedule 14 and A and a corresponding side agreement for that. And we are currently awaiting the first draft of

those documents from and gets legal representatives. But again, we anticipate agreeing these documents at very early stage of the examination because we've agreed with and gets legal representatives that those documents will use the East Yorkshire solar farm agreed documents between the parties as a starting template.

00:07:12:02 - 00:07:45:18

So there's already some some common ground. You know, we're not we're not starting from from scratch there. Similarly with with Network Rail Infrastructure Limited, we currently have um, a set of protected provisions for the protection of railway interests in part four of schedule 14 to the DCO. We're in discussions with Network Rail's legal representatives about updating those, um, the ones that are the form that are currently in the DCO are those which were agreed on East Yorkshire. And again, we're using those as a starting point for negotiations with the with Network Rail's legal representatives on this project.

00:07:45:20 - 00:08:22:24

So again, we anticipate those documents being agreed at an early stage in the examination. At the risk of repeating myself, it's a very similar position for Northern Gas Networks Limited. That would be an additional part of schedule 14 to the DCO with a form of protective provisions for them. And again, we've agreed with their legal representatives that the protective provisions and the corresponding side agreement will use the East Yorkshire equivalent documents as a as a starting point. So we anticipate being able to agree those with with NGN at an early stage of the examination and update the DCO to reflect this on a similar theme.

00:08:22:26 - 00:08:53:03

Northern Powergrid Yorkshire plc. Again, same same as for S for engine. We've got um, we've got the glaciations underway using the East Yorkshire Solar Farm project documents as a template and will we're in negotiations with their legal representatives on those and therefore anticipate being able to provide a positive update at a deadline. One npower limited. The applicant has received no response from npower to which to its initial correspondence on And protected provisions in.

00:08:53:07 - 00:09:30:25

In October 2024, and we note that npower hasn't submitted a relevant representation. And in any event, the standard protected provisions for the protection of electricity, gas, water and sewerage undertakers are included in in part one of schedule 14 to the to the DCO. I've got two more. RWA generation UK plc. We've discussed with them and confirmed that the interest identified in the applicant's initial land reference referencing exercises, outdated and RWA, have therefore confirmed that they have no interest in inland that's required for this scheme and hence they didn't submit a relevant representation.

00:09:31:21 - 00:09:56:19

Vodafone Limited's is the last one on my list. Um, we've had no response again to our initial correspondence in August 2024, and we note that a relevant representation has has not been submitted. And again, in any event, part two of schedule 14 to the DCO includes standard practice provisions for the protection of operators of electronic communications code networks. That's my list, but happy to take any further questions.

00:09:58:04 - 00:10:15:05

Thank you. Um, with the discussions you're having with, uh, Network Rail, I believe it was. And National Grid, will you be providing ongoing updates that deadline one or some sort of place marker so that we know how they're progressing throughout the examination?

00:10:15:24 - 00:10:35:04

Thank you, Alex Dresden, for the applicant. Um, yeah. I think this was discussed yesterday in the context of statements of common ground. We've got the, um, lands right Lands rights tracker that's been requested and we can use we can use that to provide ongoing updates. Absolutely. And as I say, very much hoping that deadline one contains, um, agreed forms with lots of the statutory undertakers, if if not all of them.

00:10:40:14 - 00:10:41:00

Um.

00:10:43:19 - 00:10:44:04

Thank you.

00:10:45:24 - 00:11:09:18

So I just had two quick queries. One is in relation to the Network Rail railway interests. Um, you mentioned that the current form of those based on East Yorkshire, I'm not familiar with the East Yorkshire project in that much detail. I know that in this current project there are two railway crossings that need to be taken into account. Will that mean that further discussions will be needed, or is that already covered off in the East Yorkshire form? To some extent. Anyway.

00:11:10:25 - 00:11:20:01

Thank you, Alex Dresden on behalf of the applicant. That would be the former. So further discussions will be taking place between US and Network Rail as part of the negotiations of these documents.

00:11:20:18 - 00:11:33:03

And so what I'm, I suppose I'm getting at is you said that you're anticipating it being resolved at an early stage, but if those crossings and some of the issues around the, um, I think it's in Askern and the, um.

00:11:35:21 - 00:11:45:28

The road towards Moss, I'm trying to picture it in my head because we drove there yesterday. Um, are those going to be sticking points on getting these dealt with at an early stage, or do you think there's enough already in there?

00:11:56:00 - 00:12:08:27

Thank you. Alex. Present for the applicant. So my client's just confirmed that there were crossing provisions in the East Yorkshire documents. And we've also got a basic asset protection agreement agreed with with Network Rail. So they'll be subject to further discussions. But no, we don't anticipate them being sticking points.

00:12:08:29 - 00:12:20:20

No significant issues of principle that need to be looked at separately. That's useful. Thank you. And then in terms of the RWA generation, you said there was an outdated reference. Um, does that require an update on the book of reference?

00:12:34:07 - 00:13:14:05

Uh, Taylor Powell for the applicant. I can clarify on that one. So the the interest is relates to an old easement which connects into the Thorpe Marsh um, substation site, because that used to be a RWA generation site. They no longer have the interest in the land to which the easement is in favour of. So the given they they don't have interest in the principal land. The easement wouldn't actually work in their favour anymore. So even though it is technically correct that they have registered rights in the easement on the particular access roads that lead into that thought master Marsh substation site.

00:13:14:07 - 00:13:32:00

And so the book of reference is an updated because RWA generation is captured. And in those easements, the practical implementation of those easements can't be used because they don't actually they wouldn't have a site for the access easement to apply to, if that makes sense.

00:13:32:02 - 00:13:44:04

Yes, I see, so from a compulsory acquisition perspective, they need to still be in there because they have the legal right. But whether they can exercise that right is a different point. And that's what you're discussing with them and why they won't need the protected provisions.

00:13:44:06 - 00:13:52:01

Yes, exactly. So the compulsory acquisition might just extinguish that old right, which in effect should be extinguished anyway if need be.

00:13:55:08 - 00:13:59:07

That's useful clarification. Thank you. Nothing else. Thank you, Miss Smith.

00:14:00:28 - 00:14:11:14

Thank you. You've answered most of my questions, actually. So that brings me. I'd like to. I'm aware Mr. Walker wants to speak on this item, so I'd like to invite him now to speak, if that's okay.

00:14:13:12 - 00:14:14:07

Mr. Walker.

00:14:14:09 - 00:14:44:19

Thank you. Madam. Yes. Angus Walker for Abel and Alba. Um, as you might predict, we, our clients would like to be included in this schedule and to be given some protective provisions to control the installation of the cable in their land. Considering its very wide scope at the moment, um, we are not a statutory undertaker. Or not. Not here anyway. We are in the Humber. Um, so it would just be as another party.

00:14:44:21 - 00:15:01:03

But there are several instances where such organizations have been included in the um. The protected provision schedule. So we would wish to be included and negotiate the content of those provisions with the applicant, please.

00:15:03:16 - 00:15:07:04

Thank you, Mr. Walker. Uh, would you care to respond?

00:15:07:18 - 00:15:41:13

Thank you. Alex Dresden for the applicant. Um, I would be keen to reference it as as as has been discussed this morning, a conversation or meeting between the applicant and and Abel and Alba to further understand. I mean, Mr. Walker's alluded to it there, but further understand the actual interests and impact on on the parties that he represents before committing to any set of protected provisions. And as has been mentioned this morning, the applicant has tried for for a while now to to contact these interested parties. And therefore we really welcome such discussions and would be happy to to have that meeting as soon as possible.

00:15:43:21 - 00:15:50:07

And again, would you be able to provide some sort of. Sorry. Before I ask, Mr. Walker, you've come back. Would you like to respond to that?

00:15:50:28 - 00:16:00:04

Yes. Angus Walker for Abel and Albert. And indeed we would be happy to have a meeting and we'll be responding to that. An email we received yesterday.

00:16:02:24 - 00:16:03:09

Thank you.

00:16:04:07 - 00:16:09:15

Thank you. Um, and will you be able to provide a continual update as well on that one?

00:16:10:04 - 00:16:12:22

Thank you. Alex. The applicant. Applicant. Yes, absolutely.

00:16:14:19 - 00:16:25:27

Mr. president, is what you're saying, that you're not committing to protect provisions with Mr. Walker at this point, but that that would be dependent on the discussions and the levels of interest that his client has. Is that if I understood you correctly.

00:16:25:29 - 00:16:26:27

Thank you. Yeah. That's correct.

00:16:27:18 - 00:16:28:03

Thank you.

00:16:34:00 - 00:16:51:00



And I think I have one last question. Yeah. Um, so we've noted that the red line boundary for Fedora Energy Saltmarsh Energy Hub planning permission overlaps the order limits. And so we just appreciate an understanding about how you think those two elements interact.

00:17:00:28 - 00:17:10:07

Thank you Alex. Present for the applicant. So my client just confirmed that we've we've been asked to be introduced to them by the by the banks group. And therefore we'll be looking to have a discussion with them as soon as possible.

00:17:11:26 - 00:17:17:00

Thank you very much for that clarification. That's really helpful. So, um, that finishes my line of questions.

00:17:17:23 - 00:17:45:00

I do have one more on, Mr. Walker. I'll come back on the screen. And it is related to the last point that Mrs. Murphy raised in terms of banks. There is, if I understand it, there may be some interaction between your client's interest and the interest of banks on the neighbouring site. Is that right? And I'm just wondering if it is whether there needs to be some coordination between yourselves and banks and the applicant in terms of any protected provisions that are being discussed around that particular area.

00:17:46:02 - 00:17:59:23

Angus Walker for Abel and Alba, I. I'm afraid I'm personally unaware of any such interaction, but I will seek instructions and, um, respond by the deadline summarizing the case at the hearing.

00:18:00:24 - 00:18:07:23

Thank you very much, Mr. Walker. Mr. power. Am I mistaken on that point? There is interaction. I know they're quite close together, I think.

00:18:09:00 - 00:18:26:06

Uh, Tyler Powell for the applicant. Um. I'm sorry, I don't know. Off the top of my head, I do think they are neighboring to each other. I'm not completely across the any overlapping interests, but to the extent that there might be, you know, access rights or similar, that there is overlap with.

00:18:26:08 - 00:18:30:21

If you could all have a look at that and then notify us that, um, or update as a deadline, one that would be useful.

00:18:30:23 - 00:18:33:23

Yes. Of course. Yeah. Well we'll take that away and then update it did. I'm on.

00:18:36:12 - 00:18:43:27

Thank you. So, um, as I say, that finishes my line of questioning. So is there any, uh, any further questions from the room.

00:18:46:00 - 00:18:54:09

And any further questions online? No. So that finishes that agenda item and I'll hand back now to Mr. Cridland.

00:18:56:02 - 00:19:14:18

Thank you, Mr. Murphy. We're on to item number six now. Mr. Walker, I did. You've been very patient waiting online. So, um, we I think firstly, you've mentioned that you wanted to raise something on schedule one, but I'm happy if you prefer to do it a different way to, um, to go through it in any order that you prefer.

00:19:14:26 - 00:19:28:01

Thank you. Sir. Angus Walker for Abel and Elba. I've actually got three points to make. So the first one is on article. Um, just get my notes. Article 22.

00:19:30:15 - 00:19:31:21

Um, um.

00:19:32:07 - 00:19:43:24

For the benefit of anyone trying to follow online, we are on version one of the draft development consent order, and it's a 2 to 0. Sorry to interrupt you there, Mr. Walker.

00:19:44:10 - 00:20:05:03

Thank you sir. Um, so article 22 is on page 19 of DCO and it refers to. So this is about the compulsory acquisition of rights. It refers to schedule nine in, uh, paragraph two.

00:20:06:27 - 00:20:14:23

And schedule nine lists the rights that are being sought where only rights are being sought rather than full acquisition.

00:20:17:04 - 00:20:50:21

So if we then go to schedule nine, um, there are two different types of right listed in the table cable rights and access rights. And our client's land at Thorpe Marsh is, um, subject to the cable rights, not surprisingly, because that's where the cable is going. Um, it was just to draw your attention to the wide powers in the list in the definition of cable. Right. So we're now on page 65 of the order, um,

00:20:52:13 - 00:21:34:26

part F of the cable rights. Now, sorry, part G of the cable rights has has lots of restrictions associated with these rights. So it's restricting and removing the erection of buildings and structures, restricting the altering of ground levels, removing vegetation. So it's all those restrictions would hamper our client's use of this land, considering it currently applies to the whole site. Um, so I'd just like to draw your attention to that, that we would seek to restrict the application of that to as narrow a corridor as possible, where the cable actually is going to go, rather than the whole site.

00:21:37:00 - 00:21:38:05

So that was that first point.

00:21:39:01 - 00:21:43:25

And presumably, Mr. Walker, you'd be looking to do that under any protective provisions if they were inserted.

00:21:44:00 - 00:21:46:06

That would be a mechanism for doing that or

00:21:47:23 - 00:21:56:19

amendment somewhere else. But yes. Um, so that's my point on that article. Second point is on article 29.

00:21:59:00 - 00:22:01:15

This is the temporary position article.

00:22:04:07 - 00:22:14:10

And let me just scroll and scrolling up and down on my own version of the order here. Get back to article 29. So article 29 three.

00:22:16:13 - 00:22:16:28

Um.

00:22:19:00 - 00:22:32:10

Says that the, uh, applicant only need to give 14 days notice of exercising powers of temporary possession, which, uh, we think is too short. Um,

00:22:34:08 - 00:22:36:02

interestingly, the.

00:22:38:06 - 00:22:43:28

Um. Planning and Infrastructure bill.

00:22:48:29 - 00:23:24:15

Um is seeking to amend the Neighborhood Planning Act 2017. Um, the Neighborhood Planning Act introduced a mechanism for temporary possession and has a three month period of notice, although it has not yet been brought into force, and it seemed to look as if it was never going to be brought into force. And but the Planning and Infrastructure Bill, which was only published last week, does make amendments to this relevant part of the um, Neighborhood Planning Act.

00:23:24:17 - 00:23:49:25

So, um, it appears that the new government may be bringing it back into force. So we would like a similar period, um, which may happen anyway if this if this act is brought into force. Although DCS can override, um, the periods of three months rather than 14 days. So that is my request.

00:23:51:12 - 00:24:04:07

And you mentioned Mr.. Mr. Walker that it's amending it. I'm not familiar with the detail on that particular point on the infrastructure bill, but the amendment that you're you're saying is that extending it, is it keeping it three months? Is it reducing it or something else?

00:24:04:10 - 00:24:17:22

It's not it's actually not changing this deadline. Um, which is already in the act. It's changing another part of the temporary position provisions that have not yet been brought into force, but implying that they are going to be brought into force.

00:24:18:05 - 00:24:33:19

Yes, yes, I take your point, because it's been quite a while since the 2017 news. And I think for a while we were all anticipating it and trying to have a discussion around these lines, but that seems to have fallen away more lately because I think, like you, we thought may never come in, but, um.

00:24:33:29 - 00:24:54:12

Early echoes had provisions sort of anticipating this being brought in, and they'd rather been abandoned, since it looks that it didn't look as if it was coming in at all. But now it's perhaps been revived. But anyway, whether or not that happens and is brought in this 14 day period we says is far too short for such a major impact on our land.

00:24:56:00 - 00:24:56:19

Thank you, Mr. Walker.

00:24:57:08 - 00:25:02:26

That's that one. And the final point is on is the one that I did give you notice of on schedule one.

00:25:06:12 - 00:25:06:27

Um,

00:25:08:05 - 00:25:09:23

let's find schedule one.

00:25:12:15 - 00:25:14:09

So we are, um,

00:25:15:29 - 00:25:21:21

concerned with work number four, which is the installation of the cable.

00:25:23:29 - 00:25:24:14

Um.

00:25:29:07 - 00:25:31:09

I'll let you some scrolling up and down.

00:25:33:23 - 00:26:09:22

Here we are. So work number four is the work that we'll go through. Um, Abel and Elba's land. Mhm. And we're concerned with the list at the end of the works, which is fairly typical of DCS. Um, on page 36. So in connection with and in addition to work numbers 1 to 9, so that includes work number for

further associated development within the order limits including. And then there's a list of a long list of things that could happen on this land. And I think that many of those are not appropriate to the installation of a cable.

00:26:10:21 - 00:26:29:16

And I also doubt whether they have been environmentally assessed in connection with the installation of the cable. So we would ask that that list as it applies to work number four, is examined and reduced as much as possible to what is really contemplated with the installation of the cable.

00:26:31:18 - 00:26:33:19

That is my third and final point, sir.

00:26:34:19 - 00:26:43:07

Thank you, Mr. Walker. Mr. power, on Mr. Walker's final point. I think it might be useful if I just express a view on that for a moment. Um.

00:26:45:17 - 00:26:58:03

It does seem that that is quite a wide list of things that could apply to work number four. So I wonder if perhaps you want to respond on that point first, and then we'll come back to some of the others.

00:26:59:13 - 00:27:32:07

Taylor Powell for the applicant. Um, yes. So that list at the back of the work numbers has been adopted from effectively all of the other made solar discos. Its fairly general approach taken across not just solid discos, but discos generally to capture that, you know, while to the best of our ability, we've listed the exact words that will fall within those areas on the works plans. And that's generally what is controlling, you know, the particular activity that's driving the use of that particular area of the order limits.

00:27:32:09 - 00:28:21:20

There might be ancillary works or associated development, as it's referred to within the Planning Act context that's needed to facilitate those works. So to the extent, you know, there are minor diversions of footpaths or bunds or embankments, you know, the essentially all of the matters listed in there, it's not that we're intending on doing all of A to zero and every single portion of the land across the order limits. And, um, as Mr. Walker said, you know, many of those works won't actually be needed within the cable route corridor, but it's generally the agreed approach that we don't want to have to be coming back for a variation every time we find a small, you know, element of a site, that does mean slightly different works from what was captured in this specific work number are required.

00:28:21:22 - 00:28:35:12

And so, um, I would say that it's a common element of DCS. We don't propose to change that. But of course, we're very happy to have discussions with Mr. Walker and his client as to their particular concerns and knowledge about their site.

00:28:36:21 - 00:29:07:15

Thank you, Miss Paula. Um, I appreciate it. I think Mr. Walker did say himself that this is quite standard provision. I appreciate that it is a standard provision. Um, I also appreciate Mr. Walker's

concern that there will be works carried out on his client site that he's unable to specify what, explain to his client what they would be, because this is quite wide. And I wonder if perhaps that discussion between you could have a look at whether or not there's a way of limiting the impact of this provision on work. Number four, and just inserting a carve out for that purpose.

00:29:07:17 - 00:29:39:25

Yeah. So that the applicant is very happy to have that discussion, um, with Mr. Walker and his client. I mean, I think the reason why there isn't that sort of controllers at this stage, we don't have an understanding of what the intentions are of Mr. Walker's client for that site, um, in terms of their plans. So we would need that information to be able to commit to anything. Um, and even then, I would need to discuss with my client as to whether they'd be willing to any sort of restriction on on that general power. But like I said, I think that's best discussed directly between my client and Mr.

00:29:39:27 - 00:29:44:11

Walker. And and I don't think we can take it much further here.

00:29:44:15 - 00:29:58:01

I think you're right. I think it will be a discussion between you. But again, if you can keep us updated on that point and if we need to have a further discussion on it, on a future DCO hearing, then we can do so in June. Mr. Walker, anything else to add?

00:29:59:26 - 00:30:06:23

Thank you sir. I'm grateful for that being added to the agenda, to our discussions. Um, I have no further points to make. Thank you.

00:30:07:08 - 00:30:12:03

Thank you very much. Um, in that kill, there's power. Did you want to come back in there?

00:30:12:08 - 00:30:18:00

Oh, I was just going to say if we could respond briefly to the two other points he made on this. Yeah.

00:30:18:03 - 00:30:19:10

That's okay. Yes, certainly.

00:30:19:17 - 00:31:04:25

Um, so, I mean, it's essentially the same response as I just made on that point. But the schedule nine definitions for cable rights that's been brought across from recent solid echoes. Um, and again, it just reflects the kind of range of rights that might be required to accommodate cables or to construct them. Uh, and then the point in respect of article 29. So the 14 days notice again, that's consistent with, I think every made solar DCO. Um, the applicant considers that's a reasonable period of time, given all of the parties within the order limits are on notice now that there will be, you know, future acquisition if necessary, and actually that the the applicant is going to be engaging directly with them all.

00:31:04:27 - 00:31:37:21

So the intention is not to have to use these if we don't have to. So, uh, essentially we'll have those discussions with Mr. Walker and his client, but we consider the wording that's within schedule nine.

And with an article 29 is consistent with all other made DCO to date as appropriate. Um, and those are a better reference point at this stage than the, you know, bills to which we don't know exactly. You know, at this stage how and how they're intended to apply or whether they were intended to change those notice provisions.

00:31:37:23 - 00:31:41:28

So while we'll give some thought to that, and we can discuss that further with Mr. Walker and his client.

00:31:42:17 - 00:32:15:04

I think the first point, Mr. Power is probably going to depend to some extent on whether or not protective provisions are going in favour of Mr. Walker. I would just don't want to put Mr. Walker's case for him, but I would suspect that if protective provisions were included, then some of those issues around schedule nine will go away because they'll be covered by those. If they're not, I would suspect that Mr. Walker will maintain his position in relation to this point, because he doesn't have any way of controlling the extent of those rights. So I think you're right. That will depend to some extent on how the discussions go forward in terms of article 29 and the 14 days notice.

00:32:15:14 - 00:32:57:04

I do appreciate that all the other solar cells have that. But as we did touch on when Mr. Walker was, um, was speaking, there was a move away from trying to align with the Neighborhood Planning Act because it had been Made in 2017, and those provisions hadn't been brought into force for so long. There's now an indication that they are being brought in. Then, as an examining authority, we may need to review that position irrespective of what the previous solid NCOs have said. And so while I appreciate that there would be alignment on 14 days, if it looks as though Parliament's intention is to extend that period, then we may have to look at that point again and look at whether or not it would be appropriate to extend it at this point.

00:32:57:17 - 00:33:13:19

Um, Mr. Walker has suggested three months. You're suggesting 14 days, if it's possible to come to something that you can both agree on. That would make our position easier. But if not, then we'll come to a view on it during reporting and recommend to the Secretary of State what we think is the best course of action to take.

00:33:13:29 - 00:33:24:10

Thank you sir. And just a note on that. To the extent that we could assist at all in terms of interpreting that bill and how it might, um, influence this, we'd be very happy to do so.

00:33:24:12 - 00:33:29:01

And I expect, Mr. Power, you will give us a written response on that point. Um, at deadline one.

00:33:29:03 - 00:33:29:28

So yeah, perfect.

00:33:30:06 - 00:33:34:12

And no doubt Mr. Walker will do the same. So thank you. It'll be interesting to see the difference in view.

00:33:36:24 - 00:33:47:17

I don't have anything else, um, on this agenda item, and I don't have anyone else listed to raise anything. But I will give an opportunity. I can see, Mr. Jones. Mr. Thomas would like to come in. Mr. Thomas.

00:33:49:04 - 00:33:49:19

Um.

00:33:49:27 - 00:34:23:16

Thank you very much. Um, sir, as you'd expect, the council has reviewed the draft order. And as we've mentioned, the meeting will take place in the next week or so with the applicant, solicitors to discuss some of the points that they wish to raise. Today, we just want to make five high level points that we that are important to the council. Um, the first concerns article two and the definition of permitted preliminary works. And as you will know, the definition of commence carves out permitted preliminary works.

00:34:23:20 - 00:34:47:01

And those works are then set out in paragraphs A to II I of the definition. And I'm looking at obviously the version of the DCO given the reference. PP dash 220. Um, the explanatory memorandum and its references AP-223. It says that. Paragraph 5.2.2. D.

00:34:50:23 - 00:34:53:19

Sorry, can I have that paragraph reference again, Mr. Thomas? It didn't.

00:34:53:21 - 00:34:54:06

Quite.

00:34:54:08 - 00:35:32:16

5.2.2 and then in bracket a little D okay. The expansion of the M. And that says the works identified in the permitted preliminary works include pre commencement activities such as surveys, monitoring, etc.. And the nature of these works means they are not expected to give rise to environmental effects requiring mitigation. The works include at paragraph h the demolition of existing buildings and structures, and this would seem to the council potentially capable of giving rise to environmental effects.

00:35:33:14 - 00:36:13:21

Now, the Council appreciates that the works in H would be caught by requirements six, eight and ten, however, so that they have a better understanding of what might come forward. Becomes a would welcome more information on which buildings and structures are likely to be demolished as part of the permitted preliminary works. That's the first point, sir. Um, the second point concerns part three of the order. So, streets. Um, the first preliminary point to make here is that the council's highway team are due to meet with the applicants highways consultants, shortly to discuss the concerns with part three.



00:36:14:01 - 00:36:55:11

But in very general terms, officers are concerned with the wide scope of the powers sought and to that part, including power to interfere with streets in its area without the consent of the street authority and to address the council's concerns, the councils consider it would be beneficial if a highway side agreement were entered into. Based on its standard section 278 agreement. And this could then be an agreement for the purposes of article 15, um, of the order, which um allows street authorities and the applicant to enter into agreements concerning highway matters.

00:36:56:03 - 00:37:30:21

Um, a copy of that standard agreement has been shared with the applicant, and so it's hoped the work can begin on it after the meeting between the technical experts has taken place. The third point is related to the second point and concerns the Doncaster permit scheme, which the council has in place, and this is a scheme which provides the management of highway works in its area. The council is aware that other DC laws apply the relevant authorities permit scheme to the exercise by the undertaker of any highway powers confirmed by the DCO.

00:37:31:04 - 00:38:05:23

An example of this is article 12 of the National Grid Bramford Twisted Reinforcement Order 2024 and that C. References C 24 sorry C 2020 4/958. And so then for the consistent management of highway works in its area, including the works proposed by this order, the Council would welcome the application of their permit scheme to this order, and in no doubt this will be discussed at the forthcoming meeting between the highways experts.

00:38:08:18 - 00:38:09:03

And

00:38:10:21 - 00:38:27:04

the fourth point to concerns the requirements. The Council does have quite a few points to mention here, but we'll just deal with a couple under this heading. Um, first, a general point. Certain documents which must be submitted to and approved by the council

00:38:28:24 - 00:39:22:26

will have to be prepared substantially in accordance with a framework or outline document, while other documents must be prepared in accordance with a framework or outline document. So, to give an example, the BMG document, the framework document that was referred to earlier and the requirements that must be produced substantially in accordance with the framework document. And it would be helpful if the applicant could explain why greater flexibility is required for the preparation of certain final documents, and not for others. And the next point contains requirement three, which requires the undertaker to submit to the Council the terms of reference for a Community Liaison group prior to the commencement of the authorised development, and the Council considers it would be sensible if draft terms of reference could be shared during the examination, and would obviously welcome the applicant's thoughts on this suggestion.

00:39:24:14 - 00:39:57:06

And then the final point then sir, concerns schedule 15, which provides for the discharge of requirements. And we'd like to raise uh, uh today paragraph five of schedule 15, which concerns fees. Um, the first point to make is that while the council will be required to deal with applications for consent and articles and and the requirements by paragraph five one of schedule 15, a fee is only payable in respect of the discharge of requirements.

00:39:57:21 - 00:40:18:24

So the Council considers that fees should also be paid for dealing with applications and the articles, and the council's approach is consistent with the standard drafting for a provision dealing with these matters, as set out in appendix one to Pin's advice naught 15 um, which, as you know, concerns the drafting. Of course,

00:40:20:21 - 00:40:55:09

the second point to make is that the proposed fee is too low. Paragraph five one applies the fee prescribed in regulation 16 one B of the town and country planning fees for applications deemed application sorry, the esteemed applications, requests and site Visit England Regs 2012 and the fee is £145. If we assume an hourly rate of £55 for an officer to deal with, this work would mean the officer would have to deal with any discharge application for a requirement within about two hours and 36 minutes.

00:40:56:06 - 00:41:36:00

Um, before dealing with the application would then effectively be costing the council money. I think it's fair to say that it's unlikely that any application will be capable of determination within that period. And while while under um, the Local Government Act 2000, the council cannot make a profit for its work. I think it is reasonable for to ask or to seek the full recovery of the actual costs incurred in helping the applicant with its project. Um, and this is not just a point about fairness, but also relates to the way in which the order is drafted and how that has a practical effect on the council's resources.

00:41:36:02 - 00:41:40:03

So, for example, by paragraph two of schedule 15,

00:41:41:23 - 00:42:16:01

the council will have eight weeks to make its decision on any application. And if no decision is made in that period, then consent will be deemed to have been granted by article 45 four of the order. A similar regime applies in respect of consent sought under articles dealing with any application for consent, then under this order would be a matter of high priority for the Council, and I understand it's likely that external help will be sought to ensure that matters are dealt with on time, rather than the regime currently proposed in the order.

00:42:16:03 - 00:42:47:20

The Council considers it would be preferable if the applicant and the council entered into a planning performance agreement, which would provide for the full recovery of the council costs in discharging any application under the order. And this, as you know so, is consistent with the government's recent planning reform White paper, Streamlining Infrastructure Planning, where the government referred to their plans to enable cost recovery for local authorities when dealing with discos, and again, so the applicant would welcome discussions with the applicant.

00:42:47:25 - 00:42:55:00

The council would welcome discussions with the applicant on this point, and those are the council's five high level points for today.

00:42:56:19 - 00:42:57:23

Thank you, Mr. Thomas.

00:42:59:24 - 00:43:06:14

Mr. Powell, I'll give you the opportunity to come back, but I may have 1 or 2 questions for you on some of the points that have been raised. If you don't answer them in your response.

00:43:07:03 - 00:43:38:19

Taylor Powell for the applicant. Um, yes. So I expect a number of these are probably best dealt with in discussions directly with the council. Um, but I can provide some clarification on at least some of them. Um, so the question about article two and the permitted preliminary works and in particular about the demolition of buildings and whether any are anticipated. So that was that. I mean, standard wording, but in short, there are there is no demolition of buildings which is anticipated for this scheme.

00:43:38:21 - 00:44:18:24

So, um, subject to confirming with my client, I expect we can probably remove that wording if that would provide comfort to the council. Um, in respect of the second point raised by the council about the streets powers, I mean, I would note that the scope of those powers aligns with effectively every other made solid DCO. Um, and so we wouldn't agree that those are unusually wide scope of powers, saying that we're very happy to discuss with the council how exactly we tie those in to the usual management of street works in the area, including, um, agreeing any agreement under article 15, and will continue to discuss it with the council.

00:44:18:26 - 00:44:52:11

So very happy to do that, to provide them that comfort again. Um, turning to point three and respect of the council's permit scheme. So, um, given that the order as it currently is drafted doesn't deal with the permit scheme, it wouldn't as it doesn't apply the permit scheme. That permit scheme would therefore continue to apply. Um, I would note, as has been raised by Mr. Thomas, there are some other recent discos that have included drafting which clarifies the interaction between the street works and traffic management provisions and the council's permit scheme.

00:44:52:19 - 00:45:23:12

Um, we had flagged an earlier discussions to the council would be happy to include similar drafting and the next turn of the DCO, so suggest we can include perhaps another article that deals with that interaction with the permit scheme, as well as pick up anything as part of that agreement with the council on 0.4 on the requirements, um, in respect of the substantial accordance accordance difference. Um I what the the applicant will go away and review any differences within the. I don't think those are intentional from my understanding.

00:45:23:14 - 00:45:55:27

Um, and if need be, we can tidy those up. And similarly, in respect of the request for a terms of reference for the Community Liaison Group, I suggest this is something, um, which is discussed between the applicant and the council in terms of, you know, what the council would expect to see in those terms of reference and whether something can be prepared during examination or whether, you know, we can we can provide the council comfort now and those still be finalized post consent. Um, and then finally, I think, I think the various points raised in respect of discharge, of requirements, in respect of fees and timings, etc.

00:45:55:29 - 00:46:16:17

are probably best discussed directly between the applicant and the council. Um, I would note there's been a few different ways that this has been dealt with, and recent DCS to more clearly specify fees for requirements, um, and for discharge of requirements. So to the extent we can include anything along those lines to assist the council, we can do so.

00:46:17:26 - 00:46:54:13

Thank you, Mr. Powell. Yes, I can see in the in the courtroom order there's a sliding scale of fees, depending on where in the process it is and what type of discharge is being required. So, Mr. Thomas, I think what Mr. Powell said, you could have a discussion outside the hearing and come to an arrangement between yourselves and the applicant on how the fees provisions will operate if we need to get back involved at the future DCO hearing, if we, um, if we hold one, then we can pick that up at that point. In terms of the substantially in accordance with this is general wooden um that is used in many May DCS.

00:46:54:20 - 00:47:05:11

Um, but I would expect it to be consistent throughout. So unless there's a reason why you would expect it to be in accordance with something which I'm assuming you wouldn't want anyway, because it would tie you down a little bit too much.

00:47:05:13 - 00:47:13:09

So yeah, probably Taylor Powell for the applicant. Yes. I expect it's just a typo in terms of how those were pulled across. So we can we can tidy those up if need be.

00:47:14:03 - 00:47:34:25

And then in terms of the draft terms of reference for requirement three, I think we touched on this in the long field project, and I, if I remember correctly, and I might be mistaken. So you may need to check, but we did. There were some provisions inserted around this community liaison group in one of the management plans. So that is a mechanism that's already been established for that.

00:47:36:16 - 00:47:50:04

I apologize if I've got that wrong, but I think from memory there was some additional wording to to give some comfort to the community as to who would be involved in that and what and how it would operate throughout the lifetime of the project.

00:47:50:15 - 00:47:58:14

Thank you, sir. Um, Taylor Powell for the applicant. Well, look at that long field example and any others we can find to assist in those discussions with the council.

00:48:00:17 - 00:48:02:09

Did you have anything else, Mr. Thomas?

00:48:03:24 - 00:48:35:01

So I think the small points are the only point I'd make in terms of the point made by Mr. Powell on the on on street powers aligning with every other solar DCO. Um, we obviously don't know how controversial street powers were in the other discos and whether they were a matter raised during the examination. And so I would suggest that the fact that they are precedented, um, while noteworthy, is in no way conclusive, because we have real concerns here, and the fact that we are the street authority and we have concerns with the powers, I would suggest, should trump the fact that it might have been included in historical discourse.

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So I would like to respond to Mr. Thompson.

00:48:39:12 - 00:49:05:13

Uh, Taylor Powell for that, because I'm from from the experience of our team. Um, those, those powers have been discussed in the other discos and in some length. So do reflect the kind of progress and haven't had all been skated over. Um, but take the point that there are unique interests of each council and of course, want to discuss those interests with City of Doncaster to make sure that we align with their actions as street authority.

00:49:05:23 - 00:49:19:15

If we could get an update on this particular point at deadline, one that would be useful. Um, and then again, a deadline to if there are any issues outstanding standing between you. If we can have clarity on what they are, we may need to pick this up again. Then in the June hearings in a bit more detail.

00:49:23:12 - 00:49:24:26

Is there anything else then, Mr. Thomas?

00:49:26:26 - 00:49:27:11

No, sir.

00:49:28:11 - 00:49:35:25

Okay. Is there anyone else who would like to raise anything in relation to either the articles, schedules or any other part of the development consent order?

00:49:37:16 - 00:49:53:07

Thank you, Sir Alex Dresden, for the applicant just to touch on that, um, meeting with city Doncaster Council to provide some comfort to the examining authority. We've received, um, some dates for Mr. Thomas for that meeting and we can confirm and I'll respond to his email, but that will take place at this coming Tuesday afternoon.

00:49:53:13 - 00:50:00:18

Oh, thank you very much. That that means that we should have a quite a bit of time before deadline, one, for you to have the discussion and then

00:50:02:06 - 00:50:15:18

refine your positions before you submit it. Those deadlines. Thank you. So was there anyone else who wanted to raise anything under this agenda item? In which case we'll move on to agenda item for any other matters anyone would like to raise.

00:50:18:20 - 00:50:51:08

In that case, can I just remind you all to provide written submissions that you've committed to as part of the hearing today? Um, and if we can remind you all as well, if you have contributed at all, if you could provide us with a written summary of your comments by deadline one, which is the 30th of April this year, transcript and video recording will be published on our website as soon as practicable after the hearing. So I imagine it'll be some point next week. And then all that remains is to me to thank you all for your assistance to us. During the hearing, we've clarified a good number of points and we found it very useful.

00:50:51:18 - 00:51:03:14

Um, look forward to your submissions and contributions throughout the rest of the examination. And if there's nothing further, it's now 1236 and this issue specific hearing is closed. Thank you all very much.