



Hearing Transcript

Project:	Frodsham Solar Farm
Hearing:	Compulsory acquisition hearing 1 (CAH1) - Part 1
Date:	24 February 2026

Please note: This document is intended to assist Interested Parties.

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The video recording published on the Planning Inspectorate project page is the primary record of the hearing.

FULL TRANSCRIPT (with timecode)

00:00:05:05 - 00:00:37:27

Good morning everyone. It is now 9:30 by the clock in the room, and it's time for this hearing to begin. I would like to welcome you all to this compulsory acquisition hearing for the Frodsham solar project. Uh, can I just confirm that everyone can hear me? Clearly. That's a good start. And can I confirm with the case manager that the live streaming and recording has commenced? Thank you. My name is David Wallace. I've been appointed by the Secretary of State to be the lead member of the panel to examine this application.

00:00:38:12 - 00:00:57:04

The previous lead, Mr. Jason Rowlands, tendered his resignation from the panel on the 6th of February, 2026. I have been appointed to lead from here on. Please be reassured that there will be no loss of continuity or service on this project. I'll now hand over to the other panel members to introduce themselves.

00:00:57:27 - 00:01:05:07

Good morning. My name is Claire Bello, and I have been appointed by the Secretary of State to be a member of the panel examining this application.

00:01:06:16 - 00:01:14:09

Good morning. My name is Paul Birley, and I've also been appointed by the Secretary of State as a member of this planning this panel to examine this application.

00:01:15:11 - 00:01:45:27

Together, we constitute the Examining Authority, or AXA for this application. I'll deal with a few housekeeping matters before we get into the main content of today's hearing. And can everyone ensure that any devices or phones are set to silent? And if you're online. Um, please keep the cameras and microphones off muted. Um, unless you want to appear on camera or draw attention to anything. Um, if you want tea and coffee, it's just outside of the room here.

00:01:45:29 - 00:02:04:09

And toilets are across the hotel reception. Um, there are no fire alarms set for today, but if there is an alarm go off, it is the real thing. We have an exit here and an exit there, and we are meant to congregate in the car park of the hotel and be accounted for there.

00:02:07:09 - 00:02:46:01

So an agenda was circulated in advance of this hearing. And the principal purpose for us today is to hear the representations of affected persons who have registered to make oral representations today, as well as statutory undertakers with regards to protective provisions relevant to their land and apparatus. The order in which you'll be invited to speak will follow the list provided to us by the case team, and is based upon the order in which requests to speak were received. Today's hearing is being undertaken in a hybrid way, meaning some of you are on the virtual forum and some of you are here in the venue.

00:02:46:03 - 00:03:16:28

We'll make sure that however you've joined the hearing, you'll have a fair opportunity to participate. Just a reminder that recording of today's hearing will be made available on the Frodsham Solar Project section of the National Infrastructure Planning website as soon as practicable after the hearing has finished. With this in mind, please ensure that you speak clearly into your microphone, stating your name and who you're representing each time before you speak. The microphones here in the venue.

00:03:17:05 - 00:03:58:11

When you press the grey button, the colour will go red and that means they are live and active. That means you will be heard. Pressing it again will make it a white collar and you'll have the privacy restored. And again, if you're online in the virtual forum. Please keep your microphone switched off. If you click them on, we will be able to hear you. A link to the Planning Inspector. Its privacy policy was published in advance of the hearing. We assume that everybody here today has familiarized themselves with that document, which establishes how personal data of our customers is handled in accordance with the principles set out in the data protection laws.

00:03:58:17 - 00:04:05:29

Please speak to a member of the case team if you have any questions about this. And when I hand over to Mr. Burley for the rest of the agenda.

00:04:06:03 - 00:04:46:05

Thank you. I'll just briefly explain the purpose of this compulsory acquisition hearing. So the application for the proposed development includes a request for an order granting development consent to authorise compulsory acquisition of land or compulsory acquisition of an interest in or a right over land. The purpose of this compulsory acquisition hearing is for the examining authority to hear individual objections from affected persons who are interested parties with a legal interest in the land or rights over which the applicant is seeking powers of compulsory acquisition and or temporary possession.

00:04:47:04 - 00:05:13:18

We'll also hear the cases of any statutory undertakes that wish to make representation about the protective Provisions. This hearing will help us to consider whether relevant legal and policy tests applicable to compulsory acquisition and temporary possession proposals have been met. So can I first ask the applicant to introduce its team, please, including any advisers who'll speak during this hearing?

00:05:14:13 - 00:05:24:12

Thank you sir. My name is Matt Fox, senior associate at Pinsent Masons. On behalf of the applicant, I think for this morning's hearing, it will probably only be myself speaking.

00:05:27:20 - 00:05:34:02

And any affected person. So firstly in the room, do we have any affected persons.

00:05:35:23 - 00:05:38:11

No. And online do we have any.

00:05:42:13 - 00:05:49:05

I can't. Oh there we go. Thank you. It's that Samantha Grange I can see online.

00:05:49:12 - 00:06:01:14

Yes, that's correct sir. Good morning. My name is Samantha Grange. I'm a legal director at Eversheds Sutherland and I'm representing in Irvine CLO Vinyls Limited this morning.

00:06:01:20 - 00:06:05:03

Thank you. And how would you like us to address you? Is it Miss or Mrs..

00:06:05:17 - 00:06:06:24

That miss is fine.

00:06:07:08 - 00:06:08:21

Miss. Thank you.

00:06:08:23 - 00:06:09:17

Correct.

00:06:09:28 - 00:06:10:24

Thank you.

00:06:13:18 - 00:06:35:09

Okay. Bearing in mind the purpose of today's to hear from persons with legal interest in land. Um, is there anybody else who'd wish to speak today who's not an infected person? I think we've got the counsel here just for observation. Is there anybody else in the room who'd like to speak? No. And anybody else online?

00:06:39:05 - 00:06:39:24

Um.

00:06:40:14 - 00:06:48:00

I'm doing set. Um. My name is Sam Bentham, from a barrister instructed by National Highways. Um.

00:06:49:12 - 00:06:51:19

Are your here for protective provisions.

00:06:51:21 - 00:06:56:24

That's right. Yes. That's right. So it's not not my intention necessarily to speak to say. But I thought I'd introduce myself.

00:06:56:28 - 00:07:21:00

Thank you. We may have some questions later on that will come to you about. Yes, but thank you for introducing yourself. All right. Let's move on to point three on the agenda, if we may, which is, um,

the first one is for the applicant to give us a brief introduction of the, the powers in the draft order, and then we'll go on to any updates.

00:07:22:28 - 00:07:33:03

Thank you, sir. The bottom half of the applicant. Um, so I thought I thought I would start just by, um, going through what has changed, or did you want me to just go through it through each article first?

00:07:33:05 - 00:08:04:08

If you'd like to give us a very high level overview. Um, I'm conscious that this is the first compulsory acquisition hearing we've had. Yes, sir. Um, so very brief overview. And then what I'd like to do is go through the Land and Rights Negotiations Tracker so that you can give us an update on anything that's changed since that was submitted. Yes. And then we'll follow up with the statutory Undertakers negotiations tracker. I'm aware there's a bit of crossover between the two.

00:08:04:13 - 00:08:10:19

So hopefully we'll pick up, um, a lot of the second document when we go through the first document.

00:08:10:29 - 00:08:11:14

Thank you sir.

00:08:11:16 - 00:08:12:01

Yeah.

00:08:12:03 - 00:08:42:26

Thank you. Um, so, um, Mr. Fox and the applicant. So, um, the main land powers are contained within part five of the draft development consent order. Um, although before that, there is article 19, which is the authority to survey and investigate the land. Um, I would just to set the context for, for these powers. Um, and as we've set out the same, the reason so which is that for the, for the Sadr, the solar array development area bar one parcel. Um, all of that land has been subject to option agreements with landowners.

00:08:43:02 - 00:09:17:26

Um, to the powers in in the name, particularly when the Sadr are essentially a backup to the fact that they are options and they're in a situation where if, for whatever reason, there is a breach of those options, we still want to be able to utilize the powers. Um, um, but in that context. Um, so article 19, which is the authority to survey and investigate land, um, and that's a proportionate power to if before we needed to use the other land powers, we just needed to do pre-construction surveys, we could use that power that has been amended over the course of the year in response to questions at the last hearing.

00:09:17:28 - 00:09:52:22

So, um, to remove, um, the ability to dig trenches using that power unconscious. There is an agenda item on that, um, for for H2, um article 21 compulsory acquisition of land, um, which has a time limit, and article 22 the compulsory acquisition of rights, which is article 23. Um, so that has been amended over the course of examination in response to questions from the examining authority, um,

specifically The article is focused on providing the undertaker and the applicant with the powers to acquire rights and impose covenants.

00:09:52:24 - 00:10:10:16

But within the article, we have allowed for that power to be able to be used by statutory undertakers and those parties have to benefit protected provisions. But in response to questions and rightly from the examining authority, we have limited the latter to only be in relation to rights that are to do with their operators and their undertaking.

00:10:12:03 - 00:10:44:02

And of course, that will be subject to, um, as with all of these articles, in terms of how statutory undertakers are affected. There, I think barony 1 or 2 there, all all of these powers are subject to their consent in the provisions article 24. It relates to private rights and depending on whether we're taking temporary possession, compulsory acquiring rights or taking further acquisition, the article um allows us, um, has the effect of either suspending or extinguishing those rights as appropriate.

00:10:45:03 - 00:11:04:25

Of 26, which is the acquisition of subsoil or airspace only. So that has been amended over the course of examination because the application referred only to subsoil. And now it refers also to airspace. And that's in the context that change was made after more thought in relation to the overhead line and where it might be, particularly where we go for the river.

00:11:05:00 - 00:11:05:27

The Crown land.

00:11:05:29 - 00:11:45:09

Um. Yes, sir. Um, and obviously more importantly, because it goes across into the substations. So, um, where we thought, you know, it was sensible where, where necessary that we would only need to take powers over the airspace rather than the, um, full, you know, from the sky into the to the core of the Earth. Um, power to override easements and other rights. Um, this is a standard article, um, that allows us to do essentially what it says on the tin. Um, and then obviously the, the, the other main one, which is articles 1331, which is a relation to temporary use of land for respectively constructing the authorised development and then maintaining the authorized amendment.

00:11:45:11 - 00:12:03:00

Um, we had some questions on that which you would have seen in the, um, first written questions, which we responded to. Um, but, you know, in the main, as per the explanatory memorandum, um, these articles do match with the kind of precedents and the model provisions to most extents.

00:12:03:13 - 00:12:21:09

Thank you. Um, just a couple of clarifications before we start running through the trackers is, um, the current version of the land and rights negotiations tracker PO2. And that's in the library is Rep 1011.

00:12:21:11 - 00:12:32:08

Atlas sportsman applicant. Um, yes. So we didn't submit an update, a deadline three. Um, and I was kind of going to introduce this item with some kind of context on that, if helpful.

00:12:32:19 - 00:12:59:18

Um, just hold on to that for a minute. We'll just, um, do a couple of points on these documents. I just want to make sure I've got the right documents. Before we go through them on that document I saw, and this is on page ten and 11 of the document. There's no line 11. Are we missing anything in that document? We've got number ten, which is National Highways. And number 12 which is on tower UK two limited.

00:13:00:23 - 00:13:03:06

Mr. Fox no, I think that's just a numbering right.

00:13:03:09 - 00:13:15:00

Okay. Thank you. Um, and in terms of the statutory undertakers tracker, is that rep 1044.

00:13:15:21 - 00:13:16:26

That's that's not that. Yes.

00:13:16:28 - 00:13:40:02

Okay. Thank you. Um, he may cover this off in your next version anyway, but I noted. Let me just have a look. It's on, um, an example on page four of ten of that. Um, the some of the text. I think it's just one of those things with Excel is not wrapped in the final column, so it's not possible to read everything.

00:13:40:27 - 00:13:44:14

Yes, sir. Mr. Watson? Yes, that's definitely a conversion error, and we'll sort that from there.

00:13:44:16 - 00:13:51:26

Yeah, I think just so when we send these over to the Secretary of State, they they don't come back with questions asking what's what.

00:13:53:05 - 00:13:53:20

Sir?

00:13:53:25 - 00:13:58:15

So would you like to provide us with an update then before we start going through the tracker?

00:13:59:00 - 00:14:32:03

Sir. Yes, that would be helpful. Um, essentially, I'm going to run through, um, the various parties, um, both trackers. Um, if that would help. Um, so, um, uh, cadence, um, to update on those. Um, so we have a form of side agreement associated protective provisions, um, that have been agreed in the past week. Um, which is in the process of going through the process of completing that side agreement, which will allow Cadent to withdraw their objection. Um, so we would hope, um, hopefully for deadline for.

00:14:32:06 - 00:14:36:09

But you know, how these things happen with completion. So it might not be then, but, um, very soon thereafter.

00:14:38:03 - 00:14:43:16

Natural gas transmission, and you would have seen they have now withdrawn their objection and the protective provisions are fully agreed.

00:14:45:02 - 00:15:21:15

Uh, Fortune Wind Farm limited. We had a very, um, productive meeting last Friday, which covered a lot of the points that, um, fortune would summarize as being the points in discussion between the parties. Um, and we agreed a way through for all of them. Um, so now with the lawyers, I think myself to resolve that. Um, but again, um, we feel like the substantial points are now agreed in principle. So we will get there. Um, it's been Manweb. Um, I think I have to say I'm slightly surprised by the tone of the three submissions, because we felt that we were in a good place with them.

00:15:21:22 - 00:15:26:01

Um, we have agreed to the latest amendment they have asked for and protective provisions.

00:15:26:03 - 00:15:30:13

So this is the submission they made on, I think, the 2nd of February. Yeah. Okay.

00:15:30:15 - 00:16:02:17

Um, I think, um, yes. Everything they've asked for, we have given them. So I think it's just things not matching between the private and the public communication. So, um, we, um, have agreed everything that they've asked for, and we hope that the latest version of the piece will enable them to withdraw their objection. There's nothing in principle between us. We we we understand their concerns and want to give them what they have asked for. Um. Shell and British pipelines agencies, um, we've had no comments from them, either publicly or privately on the on the tax provisions.

00:16:03:24 - 00:16:13:28

Um, sorry. You've had no comments from them? No, sir. Okay. And, um, what are you taking that to mean? That they're content with it?

00:16:14:15 - 00:16:22:23

I think we are, sir. We have obviously they would have received all the communications from Pins, and we have separately written to them, and we've had no feedback from them.

00:16:22:25 - 00:16:26:06

Do you know it's gone to the right person who deals with this matter?

00:16:26:09 - 00:16:32:02

Yes, because we had contact with them in relation to setting up the utilities easements initially. Right. Thank you.

00:16:34:24 - 00:16:35:13

Um.

00:16:37:07 - 00:17:09:03

SR. Um, E.T., we have an email correspondence with them. Um, we're still waiting for confirmation from them if they want any changes to the protective provisions that were on the face of the order. Appreciate they submitted a relevant representation. Um, we've not we've not really had much feedback from them where we have been trying. Um, and, um, the protective provisions that are in the order are, are, you know, for all the oil companies are very similar and based on precedents and other days. So we would hope if there is any changes that they want, that they would be small.

00:17:09:11 - 00:17:15:13

Um, but I can't say that they're definitively agreed because we're still waiting to hear back confirmation from them.

00:17:17:06 - 00:17:49:22

Um, United Utilities. Um, from the protective provisions point of view, there was only one paragraph of difference in the protective provisions between those currently in the DCO and what they have sent to us as being their standard protective provisions. Um, we have been awaiting a chasing confirmation from them as to whether they can accept for us. It's an additional paragraph more than what's in their standard ones. Um, we've been waiting to hear back. So for quite a few, um, quite a time now. Um, and obviously we're still chasing for that.

00:17:50:07 - 00:18:05:25

Um, and, um, they have, um, kind of property rights over the access track to the, um, Frodsham substation. Um, which we're beginning the voluntary negotiations, but that is in the context of the protections that they already have in the protective provisions.

00:18:08:09 - 00:18:40:18

Uh, the Environment Agency. Um, we proposed that that's dealt with tomorrow as part of the discussions that you have in the agenda on this applications. Um, we had a positive conversation at that point, um, uh, last week with them. Um, and as part of that, there was kind of, um, discussion about the protective provisions, but at a very high level. Um, Given. I don't want to say any more because they're not here, but given their position, their starting point is until they're agreed into applications, we've not really had a conversation properly about the provisions.

00:18:43:00 - 00:18:49:22

The drainage authority and highway authority protective provisions are now agreed with the local authority.

00:18:53:18 - 00:19:26:08

Um National highways. Um, so within the land context, um, we have agreed, although it's not on in the DCO yet, um, that we will be tweaking the wording of, um, the provisions to make sure that all aspects of our land powers are subject to national highways. Consent for all of the land is within your the limits at the moment. We had made an exemption exception for that at those areas of land that we said were not part of the strategic road network, and we felt that that was a different position.

00:19:26:10 - 00:20:00:15

But we, in the spirit of compromise, have agreed that we move from that to ensure that all land that is in the old limits, that is theirs, will be subject to their consent. Um, there is um, uh, then wider discussions, as you have said. Um, about the other issues. And national highways are raised. Um, I don't wanted to say, um, that, uh, we have put forward to National highways essentially trying to find a solution for all of the issues that they've raised. Um, 95% of which is giving them what they've asked for in their various representations.

00:20:00:21 - 00:20:15:10

Um, the remaining matter is in relation to, um, the bridges, um, where, um, I think somewhat reluctantly, but we have accepted that our proposals in respect of those bridges, um, including.

00:20:15:15 - 00:20:17:10

I didn't get that. You've accepted.

00:20:17:16 - 00:20:49:05

Yes, sir. I was going to say, um. So we've accepted that, um, for both the bridges, um, including in respect of Weaver Lane and Brooks Furlong. Um, that. Um, although we don't think there is a change of use, the National Highways is not going to change its position. So therefore that we will need to do condition surveys, um, and, um, everything that flows from that. Um, we the point of discussion now is, um, we don't know what proposing to do those condition surveys.

00:20:49:07 - 00:21:02:13

Now we're proposing for DCO to have drafting to require us to do them. Um, and um, the question then is, um, what happens if those condition surveys require works to be taken out on what the provisions say about that?

00:21:04:03 - 00:21:04:26

Um.

00:21:05:07 - 00:21:13:00

So is that your final position that you'd you'd only do the, the surveys further down the line?

00:21:13:18 - 00:21:14:05

Yes, sir.

00:21:14:21 - 00:21:26:26

And are you going to or what are you going to present to us about the, the what if scenario that the, the surveys, you know, prevent the use of the bridges as you intend.

00:21:27:17 - 00:21:40:15

So we, um. Well, that's what we're going to say. So. But if if the if the surveys mean that we need to do works that are essentially disproportionate cost to the benefit that we say is going to arise and we simply won't change the use.

00:21:40:28 - 00:21:44:00

And then how does that affect your wider proposal?

00:21:44:29 - 00:22:19:29

Uh, Mr. Smith, applicant, sir, I think to to a fairly limited extent. Um, so on Weaver Lane, the proposals at the moment are changed to, um, pedestrian to equestrian use. Um, and that we had already conceded that that would need to change to cycle track use. Um, so obviously that that is a benefit. But we've always accepted that it's one, one aspect of our wider access proposals. If people want to get to our wider access proposals within a certain development area, they would just be able to get off their bike or the horse if they needed to, and walk it along.

00:22:20:11 - 00:22:42:19

Um, and um, in respect of Brooks Third. Um. Um, so, um, we've already started to have this conversation with the council. Obviously, there's the point about the car park, um, which is what National Highways concern is. Um, and I think that we are going to be updating the lamp to essentially say that we'll only do that car park if we reach an agreed position with National Highways.

00:22:42:21 - 00:22:49:27

Right. Okay. Well, we may come back to that in the section on public rights of way. And, um, I think it's more leisure access as well, isn't it?

00:22:50:15 - 00:22:55:28

Yes, sir. I think I think okay, I'll stop there because there are points about that, but I think it's fine.

00:22:56:00 - 00:23:02:07

Well, um, we'll make a note of that and then potentially come back to that. Um, it may be this afternoon.

00:23:02:09 - 00:23:20:23

Yes, sir. Um, I think from the protective provisions point of view, um, the key point is the thing that we're still discussing with National Highways is if the survey, say, works are required and we decide that we're happy to do those works, what what do the revisions then say? And that's what we're currently getting.

00:23:20:25 - 00:23:32:09

And what about if there's no car park. Which would it mean that there's no car park provided at all? If if the survey results are unfavorable? Uh.

00:23:32:21 - 00:23:34:05

Yes. Athletically.

00:23:34:07 - 00:23:40:15

Okay. So we'll need to think as well about how the description of works is affected by that in the draft.

00:23:40:18 - 00:24:13:05

SEO yes, sir. I think, um, the applicant. So I think the point there is that it's at the moment it's the lamp, which at the sorry, the outline lamp, which has various texts about the process by which that car park will be brought forward. Um, so it's the power is schedule one, but whether it's brought forward

is the schedule two and the and the outline lamp. Um, and we'll come to it this afternoon because we're conscious the council, um, made submissions on that, but but I don't think so.

00:24:13:07 - 00:24:16:24

I would say is that that doesn't affect schedule one. It affects what the lamp says.

00:24:16:26 - 00:24:27:13

Right. Well, the council is here listening to it. So hopefully you'll be able to to chip in this afternoon when we discussed that as well. Thank you. Okay, John. To you, sir.

00:24:27:25 - 00:24:57:18

Um, so, uh, Cheshire Green Property Limited, previously known as Pickering. So that's the party who we don't have an option with in the solar ray development area. Um, and, um, just to make the point that we approached them again earlier this month to ask if they were interested, and they were very much insistent that they're not interested in doing a deal, um, with us. Um, so, um, yeah, that's what it says in the tracker, and that's continues to be their position.

00:24:58:00 - 00:25:01:09

Do you know why they wouldn't have submitted an objection to us?

00:25:02:24 - 00:25:08:15

Uh, Mr. Watson, another applicant. Um, I wouldn't like to say, sir. Okay. I think they.

00:25:13:13 - 00:25:17:09

They feel like they have a better deal, is all I can say.

00:25:18:25 - 00:25:49:11

Yeah. I'm just a bit curious why we're just hearing about this through you, you know, and obviously it's you can't read their minds or speak for them directly, but, um, usually when there's an objection to compulsory acquisition, the party would probably write quite a strong letter to the acquiring, sorry to the examining authority to let them know their position. Um, but nevertheless, can we just take a bit more of a look at this, this parcel of land? Yes, sir. Yeah.

00:25:49:13 - 00:25:50:01

Um.

00:25:52:09 - 00:25:57:27

Let me just see if we if we pull up the, um, the land plans.

00:26:01:17 - 00:26:02:11

Which are.

00:26:05:18 - 00:26:06:04

Like.

00:26:09:00 - 00:26:14:17

Just looking at the environmental masterplan. The land plans are PD 2004.

00:26:21:13 - 00:26:31:12

And I think it's plot three, three, six, isn't it? Yes, sir. Yeah. And that's on. If we look at sheet three of five.

00:26:32:27 - 00:26:37:17

Have we got somebody pulling these up for the online people as well?

00:26:45:15 - 00:26:51:11

Okay. Well we'll just wait for that to come up I think. So everybody can have a chance to look at it.

00:26:55:18 - 00:27:07:26

And while we're doing that, perhaps we could look at the, um, bring up the statement of reasons as well, which is app 018.

00:28:05:21 - 00:28:14:02

We don't need to bring up the state to reason. It's just the the drawing, I think. But that's, um. I'd like to touch on a couple of points in the state of reasons.

00:28:17:29 - 00:28:19:18

Have you got that, Mr. Fox?

00:28:31:21 - 00:29:02:20

Okay, so I think it's the parcel. Where? At the top right hand side of that drawing, we can see a watercourse bending round. And it's the parcel beneath there, isn't it? It's broadly rectangular. Is that correct? Yes, sir. Thank you. Um, and in the statement of reasons, you've set out at paragraph 6.9.3, which is on page 53 or PDF, page 54.

00:29:03:28 - 00:29:10:20

The reasons are the, um, an explanation of, of this parcel.

00:29:12:27 - 00:29:49:24

All right. So the first bullet point. Have you got that? The first bullet point. You've already told us an update is that that you just haven't been able to successfully negotiate with this party. And you've said that there's no detail on the project that the other party has been talking about. And as I've said, we've received no objection either. So we are none the wiser either. On what that, um, potential project is. The third point is it says it incorporates almost all of Brooke Furlong, which is an essential access route for the proposed development.

00:29:49:26 - 00:30:03:14

Now, I struggled with this point because I think Brooke Furlong goes a lot further than this parcel, unless it's a clarity issue with the drawing. So could you just explain this third point, please?

00:30:05:08 - 00:30:13:20

So Mr. Smith, applicant that that was meant to refer to width, I think at the time rather than the length, because obviously it goes on for quite a distance.

00:30:13:27 - 00:30:16:20

So why is that?

00:30:18:07 - 00:30:28:00

Are we just talking about the, um, the part of Brookvale long that runs alongside the western side of the parcel?

00:30:48:20 - 00:30:50:06

Sorry about that question again.

00:30:50:08 - 00:31:24:04

Sorry. I'm just I'm actually zooming in, so I'll change the question on, um, on this drawing. Brook Furlong appears to branch off just around about where it says 3.38. So it's just to the south of the the parcel we're discussing. We've got 3.38 and 3.39 Almost next to each other. Brooke Furlong seems to branch off there, and then it runs along the southern side of the parcel that's labeled 3.172.

00:31:24:06 - 00:31:33:12

And there's the pipeline that crosses that parcel. Um, I'm just struggling to see any interface with that parcel and Brooke Furlong.

00:31:37:10 - 00:31:45:23

If you zoom right in on it, you can see Brooke Furlong's written, it's the a gray area that's not shaded. Um, pink.

00:31:46:15 - 00:31:52:03

So I'll just bring in, um, Mr. Russell, director of access planning, um, who has been running the project.

00:31:53:10 - 00:32:25:22

Um, Mr. Russell for the applicant. Um, and I might switch and see, and we could zoom in and see. But if you were to run and say, maybe able to do this yourself, if you run, if you zoom into three, three, six and then the south west corner of that parcel. You can see that there is a that parcel continues south along a very, very narrow strip. Yeah. If you continue south, then down that strip.

00:32:27:06 - 00:33:01:09

Yeah. And so mine is just regenerating here, but, um, it continues all the way south and you get a junction with what appears to be furlong going to the northwest Brook. Furlong then continues south. So you're quite right. That is Brook furlong. That's going east. West. But it also goes north south towards the overbridge of the motorway. But that seems to be shaded grey as well. So is that outside of the order limit? Um, I'm just really it's not outside the order limit.

00:33:01:11 - 00:33:01:27

No.

00:33:07:14 - 00:33:11:10

I can't quite see the point you're making because. I'm sorry. I'm just zooming now.

00:33:13:12 - 00:33:46:08

That's shaded. So if we start off at the very if whoever's controlling the the image on the large screens, if you start off at the southwestern corner, there we are of the, the path that we're talking about. If you zoom right it. Yeah. That's where the arrow is there. That's right. Yes, sir. Um, and are you talking about that very thin sliver? Yes. So if you continue south from there. Okay. So on the the part I see, there's a small part of it that's, um, colored pink.

00:33:46:10 - 00:33:49:22

And then further to the south, it's not colored at all.

00:33:51:26 - 00:33:53:09

Or it's it's gray.

00:33:53:13 - 00:34:19:00

Mr.. Yeah. So I think that that's kind of blue. Um, so the gray, which is the right spot. But but I see where your line of thinking is going here. So because I think that is actually the blue is a separate plot, which is 338. I think, um, because obviously we've split the plot so they can't be more than one type of power. Um, the pink and the blue are different plots. Yeah. Um, but I think,

00:34:20:25 - 00:34:33:15

I think the point was that the, um, the western edge of 336. Um, and, Mr. Russell, correct me if I'm wrong, but I believe there is essentially there is a track there to the west of plot. 336.

00:34:33:17 - 00:34:44:26

Well, let's just go back to the point that you've made in the statement of reasons. You said, first of all, that it incorporates almost all of the book. Furlong. Is that correct?

00:34:45:25 - 00:34:53:12

So, Mr. Smith, the applicant what that what that should say is a track. Well, know that that bullet point as written is incorrect.

00:34:53:14 - 00:35:04:29

That's that's incorrect. Okay. And then the second point in that bullet point is which includes an essential access route for the proposed development. Why is that Essential.

00:35:07:09 - 00:35:14:25

So the track is there. So which rather than it's not so long itself, but the track that carries on up north so long.

00:35:14:27 - 00:35:28:19

I walked along there on the USB on the screen and unaccompanied sigh visit. And um, it seems to be. I think it's a public right of way to footpath, isn't it? Yes, sir.

00:35:28:21 - 00:35:33:23

Yeah, but it has powers to allow for us to drive HGVs across.

00:35:34:05 - 00:35:48:09

That's fine, but I don't see why that's essential for the development. I'm just touching on this wording in the third bullet point to the statement of reasons. The, you know, the reasons why you want to acquire this land from somebody else.

00:35:49:22 - 00:35:50:07

Why isn't.

00:35:50:09 - 00:35:50:24

That?

00:35:51:04 - 00:36:09:14

That's the part that I think I think, um, it is part of the construction meeting for the scheme. Um, I think that fundamentally 90. Um, 98% of that plot really is for the solar development, Orion associated. That was going to.

00:36:09:16 - 00:36:10:01

Be.

00:36:10:03 - 00:36:12:24

For what? For the solar array and landscaping.

00:36:12:26 - 00:36:23:01

Right. Okay. So is it essential for the development of this plot on its own, or is it essential for any other part of the proposed development?

00:36:25:19 - 00:36:42:29

So the plot as a whole, if you zoom out that that whole square is essential for the development because it's required for the solar arrays and associated infrastructure and the panel that western, that western edge of it, um, is an access track, which we will use to help build that part of the development.

00:36:43:01 - 00:36:48:02

Right. So if that if plot 3.36 was removed.

00:36:48:09 - 00:36:48:25

Yes, sir.

00:36:49:18 - 00:36:56:07

Would that cause any problem for the implementation of the rest of the proposed development?

00:36:57:00 - 00:37:01:18

Well, it would it would remove part of the generating capacity.

00:37:01:27 - 00:37:16:20

I know that's that's not what I was asking. I'm aware that it would remove part of the generating capacity. But would it provide? Would it? Would it create any hindrance to implementing any other part of the development?

00:37:23:24 - 00:37:24:21

For the applicant?

00:37:26:16 - 00:37:27:01

Sorry, I don't.

00:37:27:03 - 00:37:56:21

Have the application reference. I can pull it in second. But, um, figure 2-1 of the environmental statement which illustrates the, um, indicative construction compound and access track layout. There is a section of access track and which links to other parcels of the of the site which does route through um land. Parcel 336. We just pull that up. Please have a look at that.

00:37:56:28 - 00:37:58:22

That's up 106.

00:38:32:05 - 00:38:41:22

It looks like the parcels on figure two three. See two three. See which is on PDF page eight of 21. Is that correct?

00:38:42:09 - 00:38:47:18

Mr. Fox applicant, I think if we look at figure two one, first of all, sir, which was.

00:38:47:20 - 00:38:48:17

The sorry figure.

00:38:48:19 - 00:38:51:05

2-12-1,

00:38:52:25 - 00:38:55:12

which is the first drawing within app 106.

00:38:56:06 - 00:38:56:21

Yeah.

00:39:14:09 - 00:39:27:03

And are we talking about the. Is it a dark red? Yes, sir. Yeah. And the dark red are indicative proposed axis track locations. Is that correct?

00:39:27:12 - 00:39:29:01

That's correct. Yes, sir.

00:39:29:09 - 00:39:35:26

So indicative suggests that it's not set in stone. Correct.

00:39:36:24 - 00:39:53:09

Um, Miss Watson, the applicant. Not set in stone, sir, but I think, um, you know, these these were locations were put in based on informed thinking. Um, and I would note so that the, um, if you then go on to the operational layouts on the next page.

00:39:57:15 - 00:39:58:01

Yeah.

00:40:09:00 - 00:40:12:16

That access track is still shown in the operational layout as well.

00:40:14:09 - 00:40:14:28

Yeah.

00:40:24:02 - 00:40:30:10

Okay. So going back to this third bullet point in the statement of reasons,

00:40:31:26 - 00:40:38:22

you say Brick Furlong is an essential access route for the proposed development. So is that correct?

00:40:39:24 - 00:40:48:04

So the applicant, Brooks Furlong generally is. But in the context of this plot, that is an error to refer to Brooks funnel. Yes.

00:40:48:06 - 00:41:01:24

Right. Okay. And I think he's suggesting today that this plot is needed to deliver this access route that you are showing on app 106.

00:41:03:23 - 00:41:08:00

So it's not that big. Yes sir. As well as well as the server generating capacity.

00:41:08:28 - 00:41:14:05

So why couldn't that route be shown or routed to avoid this land?

00:41:17:22 - 00:41:42:00

Applicant. Um, realistically, sir, there is a way that that can be done. Yes. Yeah, I guess I get what you're getting with these questions, sir. I think our case for this is not predicated predominantly on

that access track. The case is made on the basis that why would we lose generation capacity in the context that the owner of that land is already willing to give it up for that for another project?

00:41:42:02 - 00:42:13:20

Okay. Thank you. So on that that point about generating capacity, um, the planning statement, we don't need to turn this up unless you really want to, But, um, I picked it from there that the solar array development area, the Sadr covers an area of about 246 hectares. Is that correct? Yeah. And, um, the book of reference says this plot is about about 69,000m².

00:42:13:22 - 00:42:19:12

I've got a 6.97 hectares. That was my calculation from that.

00:42:21:29 - 00:42:26:05

Which I worked out to be about 2.8% of the Sadr.

00:42:28:13 - 00:42:29:03

That sounds about right.

00:42:29:14 - 00:42:42:03

Yeah. So why would the loss of that area be critical to the success of the proposed development?

00:42:49:11 - 00:42:56:16

Uh, so that that equates to about four megawatts of power. We worked on, um, I think in the.

00:43:00:09 - 00:43:05:08

But isn't they just you coming up with an answer on this one? Isn't that more a, um.

00:43:08:08 - 00:43:33:04

You know, 2.8%? It's within a margin of error, really, isn't it? How wouldn't, um. You know, how how precisely can you predict the output of the solar array? Um, and, you know, would technological improvement cover that? Nearly 3%. In any event.

00:43:34:16 - 00:44:04:14

Mr. Fox. Applicant. Hypothetically. Yes, sir. But also, we've got to take into account that every plot of this of the, um, Sadr that's the relevant area. We've only done a certain level of design. So if you say, okay, it's okay to lose this 2%, but actually 2% somewhere over there, which we had assumed would be fine. But once you do geological investigations or otherwise proves that it's not, then you've lost the ability twice to develop that 2%.

00:44:04:23 - 00:44:10:11

But haven't you haven't you built in some type of tolerance for that later exercise?

00:44:11:02 - 00:44:45:02

We have, sir, as per our response to the section 51 advice on labour, planting, etc.. Um, and as with every set of scheme that's accepted by national policy, that over planting is allowed because you've got to deal with a range of different constraints. Um, once you've done taken your detailed design.

Um, so I think that point about margin of error, I think, equally applies across the whole site is what I'm trying to say. So why would you lose the benefit of being able to maximise generating capacity as much as possible? Um, for this field, if actually another field couldn't be developed for whatever reason.

00:44:45:18 - 00:44:58:14

Well, is it maximising or optimising it? You know what? What's just. You know, speaking for a third party whose land is going to be taken, and you tell us they don't want it to be taken.

00:44:59:08 - 00:45:14:03

So that's not happening. Can you just just pause on that point, sir? Because they have agreed an option agreement with another solar developer. Right. So it's not it's not that they don't want their land to be taken for a solar project. It's that they've chosen one that's to be burnt. So offered the more money than us.

00:45:14:05 - 00:45:19:27

But why? Why not allow them to to pursue that that route then?

00:45:23:00 - 00:45:29:18

Well, sir, as per the rest of the statement of reasons. Because the rest of those bullet points. So there's no public

00:45:31:18 - 00:46:01:28

demonstration that that's their scheme actually exists. Um, so there's a the private benefit to them is kind of unknown and the public benefit. So in terms of it being some kind of parcel that's isolated for a battery or whatever it might be. Um, is, you know, not even sure that the public benefit will arise. Um, so I think we're actually giving them more certainty that they're going to get some kind of compensation for the for the land that they're going to get for, for a use they want to happen.

00:46:02:18 - 00:46:03:04

Um.

00:46:04:16 - 00:46:26:19

So have you given us any evidence that if this land wasn't included, um, your scheme would be unviable or it would be unable to meet the broader objectives for, um, generating the, um, the overall, um, megawatt. I guess if what you're aiming to generate.

00:46:27:19 - 00:47:00:08

Is not a concern, we haven't done for that specific plot. But I would come back to the it's the general point set of, um, in the context of building solar all around it. We want to, um, maximize our welcome back to maximize rather than optimize because so this is a obviously a site with, um, ecological and ground conditions constraints as per all the evidence we put forward. Um, and we've done the work to be confident of the design that we've put forward. But as with any scheme, once you put a pig spade in the ground that things, things come up.

00:47:00:10 - 00:47:10:03

And I think that, um, being able to, I suppose at the point being able to generate as much electricity as possible is obviously what we're all here for, sir.

00:47:10:09 - 00:47:31:10

And if if that parcel wasn't included, would it affect any other aims of the development I'm thinking about? For example, there's public rights of way already crossing that land, isn't there? So it wouldn't sever any of the public rights of way network, for example.

00:47:54:22 - 00:47:55:07

Mr. Fox.

00:47:56:29 - 00:48:16:09

No, sir. It is. It is a separable plot, I would say, but again, in the context that we are trying to maximise what? Maximise any generation which is supported by national policy and there is no environmental reasons why this plot can be brought forward. I accept what we here for today is the compulsory acquisition case.

00:48:17:03 - 00:48:24:21

So have you considered any alternatives to using that plot to maximise the generation from this site?

00:48:29:21 - 00:49:00:22

Mr. Fox involved the applicant. So obviously within the context of, of the, um, the I suppose the land surrounding the saga that we currently have, um, we've brought forward a master plan, which tries to balance that generation capacity with providing landscape and ecological benefits. Um, obviously constrained by the environmental constraints around us. Um, and as part of the negotiations, obviously we've we've secured all these options for all of these other plots around them.

00:49:00:24 - 00:49:14:20

And so we were in negotiations with this landowner for quite a time, and we thought that our land was, uh, the land was going to be brought into the scheme, but to be blunt. So we were exempt at the and at the last minute.

00:49:15:04 - 00:49:18:09

So is that a yes or a no to the alternatives question?

00:49:19:25 - 00:49:20:10

Well.

00:49:23:16 - 00:49:31:21

I hate to be a lawyer, but it's kind of a kind of because we thought that we were going to do a deal with them. And then and then we were dumped at just before submission.

00:49:31:23 - 00:49:37:25

If you thought that you were going to do a deal, you presumably didn't consider any alternatives.

00:49:40:01 - 00:49:52:12

Well, let me talk about that. But not specifically for that plot in the context that we had been in, had positive discussions with the other landowners to include all the land that is within your limits, but.

00:49:52:14 - 00:49:56:15

Familiar as you are with this process and compulsory acquisition.

00:49:58:08 - 00:50:23:00

Perhaps you thought, well, the examining authority might have some questions about this, because it's not agreed that the party doesn't want this to be part of this development. So just to be clear, did you think, well, that's going to take, um, four megawatts of generating capacity away from us. Can we look at anything else to to claw that back?

00:50:40:01 - 00:50:53:19

That's marked out because in the context of the constraints of utilities, easements, ecological and environmental designations, um, motorways, the canal and everything else that's talked about in our alternatives reports. Um,

00:50:55:06 - 00:51:08:04

yes. The answer is no in that context, because we felt that there was no other realistic alternative, right, in the context that we thought we were going to get there with the negotiations.

00:51:08:15 - 00:51:26:29

Right. And and just going back to that over planting point as well. Um, could that potentially if just thinking about the, the overall development, um, could that absorb that capacity if that the four megawatts was lost from this parcel.

00:51:37:25 - 00:51:38:12

So, I mean,

00:51:40:01 - 00:52:05:15

I think something like that, um, obviously over planting is done to account for the fact that there are the kind of the known unknowns and the unknown unknowns. Um, so we've the land that's in the order limits is there to account for that? Um, and, you know, degradation and everything that the bullet point in the MPs talks about. Um, so

00:52:07:01 - 00:52:16:21

we we've seeking all of the lands that we've put into the audit limits to, to ensure that we can build out, um, as much capacity as possible.

00:52:17:11 - 00:52:40:10

Great. Thank you. So in summary and bearing in mind the the legal test for compulsory acquisition and that, um, the Secretary of State must be persuaded that public benefits are outweighed private loss, can you just summarize your case for this parcel, please?

00:52:42:22 - 00:53:20:18

Mr. Fox mouth the applicant so the public benefits, um, arising from the, um, the use of that plot will be to ensure that we are able to meet the overall capacity and the overall benefits of the proposed developments so that including both the connection to Frodsham substation and also the private wire and connection that we you've had questions about, um, that benefits that we consider outweighs the the private loss of essentially the difference between the option fee that they've got from the other deal that they've signed and the compensation that they would get for this.

00:53:20:22 - 00:53:22:11

Well, we don't know anything about that.

00:53:22:13 - 00:53:54:03

So that's just about I'm just that's that's the nature of the loss isn't what I'm trying to say is that the loss isn't, um, land as they currently have. It's land with the benefit of an option. So we don't I don't appreciate we don't know what that number is and we won't know. But the loss isn't that it's a loss of opportunity rather than a loss of the use of their land, because they've already committed to it being used for something that's similar to us, and we don't know what that difference is. But I'm trying to say that the context of the private loss isn't they're losing their land from what they want to do.

00:53:54:10 - 00:53:57:09

On the evidence before me that they committed to anything.

00:54:03:03 - 00:54:08:29

Yeah. Well, I suppose that yeah, I agree with that. I mean, we we put it into the statement of reasons because that's what we were told.

00:54:09:06 - 00:54:11:09

Um, any evidence of that?

00:54:11:28 - 00:54:26:22

Um, yeah. Both of our communications with them. Mr.. I think we can take it away in terms of I can't quite remember if it's noted on the Land Registry yet. Um, obviously there were some delays with language registering things. Um, so we will check that.

00:54:28:00 - 00:54:47:14

Okay. And just to be clear from my notes, you said Overall capacity and benefits the benefits. I think we we agree didn't we, that it doesn't affect the. The leisure benefits for example or does it affect any ecological benefit.

00:54:56:23 - 00:55:06:07

On what's on screen at the moment, the kind of the green hatching is kind of ecological landscaping, planting um, localized to that, to that area.

00:55:06:09 - 00:55:10:13

Isn't that all bonding in marsh at present along there?

00:55:13:14 - 00:55:45:20

And Mr. Russell, for the applicant am correct in that general characterization. But, um, in terms of securing that for 40 year period, managed, enhanced um and therefore uplifting its value, then um, your observation is correct, but I don't think that we would We would then necessarily be able to guarantee that uplift going forward. Thank you. Okay. That's probably everything I got on that parcel. Um, Mr. Fox, you were running through all of the negotiations to date.

00:55:45:22 - 00:55:48:22

Are there any further updates you've got for us?

00:55:48:24 - 00:56:20:16

Uh, so, Mr. Fox, applicant. Yes. Um, so, um, Crown estate. So, um, we have had positive engagement with them. Um, very aware of your needs to name what their position is. Um, and section 135. Um, and we're trying very hard to, um, engage and get their engagement as opposed to, to make sure that that's able to be issued before the end of examination. I know that is a permanent bugbear on every examination of the Crown Estate, and we are doing what we can to try and make that happen.

00:56:22:01 - 00:57:00:04

Um, and then, um, intervene. Um, so there were two entities involved. Um, um, previously with with this examination, one of them, we managed to resolve that their interests, um, won't be affected in the other um discussions are continuing. Um, so I will say now performance gain speaks that we acknowledge that there has been some administrative delays in in progressing the negotiations with, um, intervene. They have been served our end and we will be proceeding, um, swiftly as possible to, um, get things um concluded.

00:57:00:10 - 00:57:06:11

Um, and we don't think that there are any, um, there shouldn't be any principal issues to that will prevent agreement from happening.

00:57:06:13 - 00:57:21:24

So is this end of in claw of vinyls? Yes, sir. Thank you. Should we bring in Miss Grange at this point? Um, I think she's been patiently waiting to to make a contribution. Miss Grange, you can stop sharing the the image as well. Thank you.

00:57:26:09 - 00:58:11:25

Thank you. Sir. Um, I've obviously heard what Mr. Fox has just said regarding the current position, but I do have a written statement. Um, which, if you'll permit me, I'll read out on behalf of of having just to set out their their position fully at this stage of the examination. Okay. So as I said, my name is Samantha Grange from Eversheds Sutherland, and I'm representing 11 quarter of vinyls today at the examination. Um, to date, my client has been an active participant in the examination of the application for development consent for the project, having submitted a relevant representation followed by a written representation containing a detailed explanation of its concerns.

00:58:12:05 - 00:58:55:20

Furthermore, submissions were made on my client's behalf at the open floor hearing held on the 4th of December, 2025. Most recently, my client responded to the examining authority's first written questions, providing an update on its continuing engagement with the applicant and a summary of the

matters outstanding, as well as my client's residual concerns in respect of the compulsory acquisition powers being sought through the applicant's draft Development Consent Order. It is with some considerable disappointment that I must report that the position remains, as previously stated in my client's written submissions, and that no further progress have been made by the applicant towards concluding a voluntary agreement with my client since deadline two.

00:58:55:22 - 00:59:36:02

That being the 19th of January 2026, negotiations in respect of the terms of a draft option, agreement and deed of easement have been stalled since before Christmas, pending receipt of an undertaking in respect of my client's legal costs, together with a suitable plan for appending to the option agreement, which identifies a construction corridor of an appropriate and reasonable width, as opposed to the entirety of the land within plots five, three and five for This being the land at Frodsham Marsh, which is within my client's freehold ownership, and which has been identified by the applicant for permanent acquisition on the Land and Crown land plans.

00:59:37:00 - 01:00:16:05

My client has made plain the requirement for any voluntary agreement with the applicant to secure certain critical items, absent which it will need to request and pursue changes to the development consent order in order to protect its position. I shall take the next few minutes to summarize those proposed changes, but intend, if necessary, subject to any further engagement that we have with the applicant between now and then, to follow up with the detailed set of written submissions in respect of the same at deadline four. In the first instance, my client submits that a compelling case for permanent acquisition of the land within plots 53 and 54 has not been made out.

01:00:16:18 - 01:00:47:13

Absent the requisite justification, the power conferred under article 21 of the Draft Development Consent Order should not be permitted to extend to the land which is owned by my client, and an express acknowledgement of this restriction on the exercise of the applicant's powers of compulsory acquisition should be included on the face of the order. Similarly, my client requests that a restriction in the same terms is placed on the exercise by the applicant of the powers of temporary use of land for constructing and maintaining the project.

01:00:47:15 - 01:01:28:28

Subject of articles 30 and 31. In the alternative, but without prejudice to my client's primary submission. Should it be concluded that the exercise of powers of compulsory acquisition in respect of the land within plots five three and five four is capable of justification. It is considered that permanent acquisition of the land is entirely disproportionate and far in excess of what is reasonably required, having regard to the purpose for which the land is said to be needed, namely for the installation of electrical and communication cables to facilitate delivery of the connection between the on site substation for the project and the Frodsham substation, also known as the Spen substation.

01:01:29:01 - 01:02:04:20

The applicant's powers of compulsory acquisition ought to be limited to the creation and acquisition of new rights and restrictions under article 23. This would necessitate an update to the table contained in schedule seven to the Draft Development Consent Order, as well as an amendment to sheet five of the Land and Crown Land Plans, whereby plots five, three and five four would be turned from pink to

blue. The submissions I've mentioned, in which I propose to make at deadline four, will include specific details of the purposes for which the new rights and restrictions would be acquired wherever possible.

01:02:04:22 - 01:02:48:28

My client would seek to mirror the rights contained in the applicant's draft deed of easement, subject to the cable rights granted being limited to rights of over sale for overhead lines only. As my client has previously submitted, it is not agreeable to the installation and retention of permanent project infrastructure in the land at Frodsham Marsh. Finally, I turned to my client's existing rights of access and to support and service installations over and in the order land. Together with those of Ineos Floor Limited, my client requests that the applicant gives a binding commitment pursuant to paragraph two, paragraph six of article 24 of the Draft Development Consent Order, not to extinguish or to suspend these existing rights.

01:02:49:04 - 01:03:14:05

If such a binding commitment cannot be secured from the applicant. Now and at this stage, my client requested an express carve out is included on the face of the order, confirming the articles 24 and 27 will not apply in relation to any right which is currently vested in or belonging to my client or Ineos Floor Limited. That concludes my submission, sir. Unless I can be of any further assistance.

01:03:14:11 - 01:03:30:17

Thank you. I have a couple of questions, but of course, um, along with your submissions. The deadline for it would be very helpful if you could provide us with a copy of what you've just read out today. Yeah, that's no problem. The first point. Thank you. Um,

01:03:32:17 - 01:04:02:23

we can of course, look at. It doesn't have to be the whole part. We could look to vary the extent of land that's subject to compulsory acquisition or the acquisition of, um, rights. Um, you mentioned a drawing where you wanted a was it an easement corridor? I think you you said rather than the, the full extent of in having claw of vinyls land.

01:04:03:00 - 01:04:06:27

Has a drawing been produced? I can't recall seeing one.

01:04:07:29 - 01:04:53:26

No, sir. At the moment we have a, um, a draft option agreement and a draft deed of easement. We have been provided with a plan, but at the moment that plan shows, um, well, it's problematic for two reasons. One, the the title boundary for my client's land is shown incorrectly on that plan, and also the entirety of the land within plots five, three and five four is included on that. Um, on that drawing that's been provided, whereas we've been proceeding on the understanding that the applicant would identify, um, a much narrower, um, cable corridor effectively construction including obviously room for, for construction, whatever width might be needed there.

01:04:53:28 - 01:04:57:24

But yes, that's what we're waiting for. That's the key item that we've not yet seen.

01:04:58:08 - 01:04:59:25

Okay. Mr. Fox.

01:05:01:08 - 01:05:28:21

Mr. Fox and the applicant, um, I think in response to essentially everything Mr. Graham said, we we want to, uh, reach an agreed position, um, with them in a private agreement which will deal with all the concerns that, um, she has raised. And as I said in my introductory talk, um, there has been delays and we acknowledge them, but we are doing our best now to, um, unblock those delays and move as quickly as possible to resolve all of their concerns.

01:05:28:23 - 01:05:40:04

But the point that Miss Grange is talking about about the easement corridor, and she hasn't seen a drawing yet, that is is it your intention to produce one?

01:05:40:26 - 01:05:48:00

And is our intention to produce a drawing to share with in advance, not to put into examination initially?

01:05:48:02 - 01:06:07:21

Oh that's fine. I'm what I'm trying to get down to is why there seems to be some type of blockage between the two parties. The the other point was, um, an undertaking on um, this parties costs in advance. Cost? Um, is that something that the applicant objects to in principle?

01:06:07:26 - 01:06:13:26

No, sir. And, um, that undertaking should be able to be given, if not, um, this week and very soon thereafter.

01:06:13:29 - 01:06:23:12

Right? Okay, so, Miss Grange, if if that's the applicant's position, what what else needs to be done to move this along?

01:06:25:10 - 01:06:57:19

Well, as I understand it, sir. I'm actually dealing with the property documents. It's colleagues of mine that are sort of reviewing and marking those documents, or they have been marked up in readiness to be returned and shared, um, with, with the applicants. Um, that's been done on a sort of a good, a good faith basis, expecting that we would be in a position to progress. So subject to, as I say, those two blockers being resolved, one being the undertaking and two being an appropriate plan, then then we will move forward.

01:06:57:21 - 01:07:32:07

I think my concern is that there will come a point where potentially we're going to have to pursue these two potential avenues in parallel. One being the private agreement and the hope that we can conclude that within the time left, um, within the examination timetable. But but the other obviously we can't stay silent on what, what protections we might need to be incorporated within the development consent order. Should that voluntary agreement ultimately not be concluded or or fail? Um, but we've got to continue to work with the applicants.

01:07:32:12 - 01:07:48:25

Sorry to interrupt you that we've got deadline for on the 5th of March, 2026. So, Mr. Fox, is it realistic to think this can be, um, substantially moved along by then? We will get a report to say that everything's in hand.

01:07:49:18 - 01:07:59:00

And it's not something that I'm concerned. Yes. I think we would have been able to give the undertake an undertaking and the plan. Um, right at nightfall.

01:07:59:12 - 01:07:59:27

Right.

01:07:59:29 - 01:08:03:26

Okay. That's what that that is very much, um, in our in mind.

01:08:03:29 - 01:08:21:12

But nevertheless, Miss Green, she'll provide us with your current position, um, at deadline for and we'll await in the hope that it is progressed so that we don't have to make the changes you're otherwise suggesting to the draft DCO?

01:08:23:06 - 01:08:29:16

Yes, sir. I think that's the first summary. I'll certainly provide a substantive update at deadline four as to where where we're up to.

01:08:30:03 - 01:08:37:27

Thank you. Is there anything else, Miss Grange, you'd like to bring to our attention today? Um, I've got no further questions for you.

01:08:38:27 - 01:08:44:06

No, not today, sir. Thank you. Thank you for the opportunity to to present my client's position.

01:08:44:10 - 01:08:59:28

Okay. Very welcome. Um, you don't need to hang around unless you really want to. Um, everyone's welcome to to to view these sessions, but I'm just conscious you may have other things to do. I don't have any further points to raise with you. So thank you for attending today.

01:09:00:16 - 01:09:01:12

Thank you sir.

01:09:01:26 - 01:09:05:19

Thank you, Mr. Fox, for your summary.

01:09:05:21 - 01:09:19:07

Thank you. Um, so then I was going to move on to National grid electricity transmission. Yeah. So, um, and, um, they're not here today. Um, but we agreed with them that we would read out the following joint position statement.

01:09:21:00 - 01:09:54:03

So as a responsible statutory undertaker, then Jett's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. And it has a duty to protect the position in relation to infrastructure and land which is within or in close proximity to the draft or limits. Additionally, NJPW must protect any future proposed infrastructure and has raised concerns in respect of a number of issues relating to the applicant's proposals. As part of the project and its written representation, Rep 1061 and its response to examining authority's first written questions.

01:09:54:05 - 01:10:09:17

Rep 2018 and provided further update on these issues raised and those submissions and a set of requested protective provisions at deadline three. Um, this deal dealt with the following issues. So inclusion of Frodsham substation within draft order limits,

01:10:11:05 - 01:10:43:06

seeks permanent acquisition of rights in relation to the whole of Energex 400 kV 14 substation within parcels 517 and 518. Other lamp plans facilitate facilitate its connection and to deliver other proposed works as detailed on the works plans. It is essential to ensure the safety and security of existing infrastructure at Frodsham substation, due to it being an operational site, which the applicant acknowledges and has requested that the applicant removes the extent of its operational substation from the compulsory acquisition powers shown on the Lamp plans.

01:10:44:18 - 01:11:22:01

But discussions are well advanced between the applicant and Energex and an agreed in principle position in respect of this issue to enable Energex interest to be adequately protected. The inclusion of green infrastructure within the Frodsham substation boundary. The proposals for the projects include. Provision of green infrastructure within the boundary of the substation, the section of sheet five, the works plans and the works work. Number six a script and schedule one of the order. It's now understood and agreed that these works are required to allow for temporary access tracks to be put in place, if required, to allow vehicles to travel to allow sorry, census again.

01:11:22:03 - 01:11:53:13

It's now understood that those works are required to allow for temporary temporary access tracks to be put in place, if required, to allow vehicles to travel between the compounds that are shown in the works plans and the slash spend compound areas, and then to complete associated habitat restoration once they're taken up. And it's understood and agreed that the area is not proposed for any permanent habitat or landscaping proposals in that context. Decisions. Discussions are well advanced between the applicant and their jet and how to deal with that and agreed in principle. In principle, position has been reached.

01:11:54:20 - 01:12:28:09

The substation access road, where the applicant seeks permanent acquisition of rights over the access road into the substation within parcels five, 17, 19, 20, 21 to 23. This is the critical access route and then gets access to the substation. Must be maintained at all times via the access road. Um, in that context, Njit and the applicant have agreed that a shared use management plan will need to be developed between them to set out how to use the access road will be managed, and also raised concerns previously about the cumulative impacts on the access road or the project.

01:12:28:11 - 01:13:01:15

With the high net hydrogen pipeline and Runkel Runcorn carbon dioxide pipeline. Um, and it's essential that any access required by the projects is coordinated to minimise disruption to the operations substation, to ensure that energy can continue to discharge statutory obligations and the applicant is accepted at that point. Um and more generally also needs to maintain access rights to all of the 400 kV infrastructure within the order limits during construction operation of the authorised development, including being able to access the tower bases um, which are shown as being obstructed by the proposed project.

01:13:01:28 - 01:13:16:15

Again, all points the applicant also acknowledges, um, and in that acknowledgement that discussions are well progressed between the applicant and Ninja in terms of documenting how we're going to deal with those matters. And the parties are in final stages in respect of agreement on those issues.

01:13:18:21 - 01:13:51:14

Discussions are ongoing between the applicant and Ninja on the terms of the protective provisions and its position with regard to protective provisions that are required remain as per the version submitted to the Examining Authority 1093. In particular, it requires that its standard insurance and security provisions are included to backup and uncut indemnity and without the inclusion of acceptable protective provisions, and considers that serious detriment could be caused to its undertaking, as well as to other third party projects that are reliant on its infrastructure. And that position is unless the standing issues are resolved, to their satisfaction.

01:13:51:16 - 01:14:23:06

Those issues will amount to a serious detriment to undertaking. Pursuant to section 127, the Planning Act 2008. In that context, whilst objective visions aren't yet agreed the app, and then are hopeful that they will be able to read shortly and consider that the outstanding points in relation to them are capable of resolution. And in light of the above. India has not attended today's hearing and the parties have agreed. The statement is an accurate record of progress between the parties and we will continue to keep the examining authority updated on these matters.

01:14:24:03 - 01:14:35:27

So in summary, sir, this is not the joint statement. Um, all of the issues that I've read out are all subject to lots of discussions and, um, across protective provisions and private agreement, we believe we'll be able to reach a resolution.

01:14:35:29 - 01:14:36:21

Thank you.

01:14:37:01 - 01:14:37:16

And the applicant?

01:14:45:12 - 01:14:57:14

Said that was, um, and yet, um, I think that now covers all the parties to protect provisions and the kind of main parties from a land acquisition point of view.

01:14:57:16 - 01:15:30:12

So let me just check my list. We've got, um, and this is in the order in the land and rights negotiations tracker Canal and River trust. The the land was taken out of the order limit. We've discussed. Cheshire green um Sri UK limited. We've we've discussed you've got an option agreement with Frodsham and District one Tylers um club Limited. You've already discussed the Frodsham Wind farm limited um position as well.

01:15:30:20 - 01:15:47:00

We've heard from, um, 11 claw vinyls. Um, you said in, um, the tracker that James Martin man that a Skylark habitat was with solicitors. Um, is there any progress on that?

01:15:55:27 - 01:15:58:00

That the option to lease has now been completed?

01:15:58:02 - 01:16:12:26

It's been completed. Thank you. And, um, so that's Mr. Man and to sort of. Joan. Margaret. Nicholas. Um, and, um, I think you said in the tracker it was still under discussion.

01:16:14:13 - 01:16:18:01

Yeah. So, um, that's still happening. So it's still under discussion, sir.

01:16:18:11 - 01:16:21:24

Okay. Is there anything in particular that's holding that up?

01:16:22:20 - 01:16:24:08

Not that I'm not aware of, sir.

01:16:30:07 - 01:16:37:24

You've just summarized National grid electricity transmission. Um, National highways.

01:16:39:25 - 01:16:48:01

I'm conscious that we've got National highways online and that should we invite them to to outline their current position?

01:16:48:18 - 01:16:52:27

Um. Yes, sir, I think I went through it, so it seems only fair that they get a chance to respond.

01:16:52:29 - 01:16:55:24

Yeah. Thank you. So National Highways.

01:16:57:00 - 01:17:27:27

Thank you, sir. Yes. Mr. Philbrook, on behalf of National Highways, and I think there are two. There are there are two separate issues, really, for national highways as far as the compulsory acquisition of rights and land is concerned. Um, as Mr. Fox outlined, there have been some proposed amendments to the protective provisions which National Highways is content with and if which, if they're implemented, would alleviate any concerns that National Highways would have about the compulsory acquisition issues.

01:17:28:01 - 01:17:59:12

There are there is then a separate issue about, um, protective provisions insofar as they relate to, um, the change of use, potentially of the um, rights of way over the two bridges unconscious, though, that they are um listed to be discussed in the issue to this afternoon. Um, so I don't want to trespass on to, that territory. Unless unless it is to be held for me to do so.

01:17:59:14 - 01:18:09:26

But to to just to be clear, in terms of compulsory acquisition. Um, we are content with the position. Um, as articulated by Mr. Fox for the applicant.

01:18:10:08 - 01:18:17:10

Thank you. Um, will you be attending or a representative of National Highways be attending that discussion this afternoon?

01:18:17:12 - 01:18:18:22

Yes, I'll be attending. Yes, sir.

01:18:18:24 - 01:18:29:26

Okay, thanks. Well, we'll leave that for then. Thank you. Um, but thank you for confirming your position on, um, the CAA and the rights. Thank you. Um,

01:18:31:12 - 01:19:02:00

the next one on the list was on tower UK two limited, and there was no objection from that party. And, um, there's protective provisions. Peel number 13, you've got an option agreement in place. Um, you've already discussed Spen, which I think we're calling SP, manweb plc for the purposes of land rights. Um, Theresa Reynolds man, is that the same as, um, or a similar party to Mr. Man? Are they co-signing? Yes, ma'am.

01:19:02:07 - 01:19:23:09

Okay. Thank you. Um. Crown rights, we've already discussed. You've got an option agreement in place with the Manchester Ship Canal Company Limited. And you said in the tracker that, um, discussions were ongoing with the representatives or executor of, um, John Ainsworth. Have you got any update on that, please?

01:19:25:04 - 01:19:27:00

Um. No, sir. Okay.

01:19:27:15 - 01:19:32:16

Are there any, um, impediments that you see to an agreement progressing on that?

01:19:32:18 - 01:19:33:03

No, sir.

01:19:33:07 - 01:20:09:12

Thank you. United utilities, you've already summarized. And then the, um, the last point was on that tracker and registered land statutory undertakers tracker. You've already mentioned the councillors, the drainage authority and highways authority. Being resolved. Environment agency, where we've got that point on the Dis application there. You mentioned Cadent. You summarized right back at the beginning, and National Gas Transmission PLC is also being withdrawn.

01:20:10:07 - 01:20:21:26

British Pipelines Agency Limited now on the tracker they mentioned as pipelines plural. Should that be pipeline singular?

01:20:24:10 - 01:20:24:25

Hmm.

01:20:31:26 - 01:20:34:26

No, sir. I think the name of the entity is Pipelines Agency.

01:20:36:06 - 01:21:06:02

It's mentioned as a singular elsewhere, which is why I'm. I'm raising it. So, um, if you are happy with it, then, um, you know, let's leave it at that. But, um, it might be worth double checking that. But we've I don't think we've had any comments from BPA in terms of the protective provisions, have we? Um, what efforts have you made to elicit a response from them with both?

01:21:06:04 - 01:21:18:12

Um, uh, British Pipelines Agency and Shell, who are in the same position? We have specifically emailed the contact that we had previously been contacting in terms of setting our easement set offs and everything else.

01:21:18:15 - 01:21:26:14

And the protective provisions that you've put in the draft DCO. What are they based on? Is it a previous DHS?

01:21:26:16 - 01:21:45:17

So so SSA and other oil company have have had a protected vision quite a few different days. And so we've used them as the starting point for essentially all of the oil companies because we couldn't find from memory, um, examples of British pipeline agencies and other TCAs. But in this case.

01:21:45:23 - 01:21:46:17

Thank you.

01:21:46:20 - 01:21:57:27

Um, I'm remembering that. So that's where we actually have Mr. Wallace. Um, yeah. When we were doing the oil pipelines, it was essentially on the basis of could we find them in other days or so if we couldn't?

01:22:00:09 - 01:22:01:13

Right. Thank you.

01:22:05:13 - 01:22:18:19

And the final. The final, um, party on that list is shell UK limited. And I think that you've already covered that off and noted their, um, relationship with Esso on BPA.

01:22:19:12 - 01:22:51:18

Oh, sorry. Just just to clarify. So when I was saying Esso rather than SR. Um, a minute ago, um, in terms of SR because they again, are unprecedented. So we use as a base for them. So, um, in other TCAs, um, and with SR, um, they're in a similar position, but the difference between them is that they have they did submit a relevant representation. Um, but again, to date, we've not had anything specific to say we have a problem with x, y, z of your provisions. And we have been again.

01:22:51:25 - 01:23:07:14

We have at least had some responses from ESA, um, which has mainly been we're trying to work out. We're trying to work out internally. So, um, yes, we have, we have been trying to get specific feedback from them, conscious that you were going to ask these kind of questions.

01:23:07:16 - 01:23:38:11

Yes. Thank you. Um, and we've we've just had a holding response from them so far. So I'm expecting you know, I know they're engaged in the process and I'm expecting further correspondence from them further down the line. So thank you for that. Um, we've reached the end of everything I had on item three. Be on the agenda. Is there anything else you'd like to cover off under this item? Um, if not, we'll move to, um, a tea break. I think we've been going for quite a while now.

01:23:38:26 - 01:23:57:05

Um, and then, um, we'll go on to hearing from any other affected persons and a discussion on protective provisions. There will be at the end, an opportunity to say anything else that might come to mind during the break. So is there anything else you'd like to to add right now? Um.

01:23:57:09 - 01:24:24:08

No, sir. I mean, I think just I just wanted to reinforce the point with Cheshire Green property, just just really quickly, just that, um, I understand the questions that you were asking. Um, and I think that our underlying position is that the benefit that arise from that land is about its role within the wider scheme. And we accept the point that the questions that you're asking, but that that is the thrust of our case. It's not because it's that land specifically, it's because it's part of our wider scheme and the maximising, the benefit.

01:24:24:10 - 01:24:38:14

Okay, I've got that point. Thank you. So let's adjourn this, um, hearing until 11:10. Um, and, um, we'll come back for item three. See? Thank you.