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FULL TRANSCRIPT (with timecode)

00:00:05:14 - 00:00:07:24

It's 350 and the hearings resumed.

00:00:10:22 - 00:00:14:08

So moving on to that last bullet point. Um.

00:00:21:05 - 00:00:35:27

Okay, so, uh, the land Ladder Rights Association tracker. Um, I asked a few questions there in terms of should the information from app 025, which was the original tracker.

00:00:41:18 - 00:00:49:24

Yeah. So I was talking about the the land and rights negotiation tracker, um, which is rep 3013.

00:00:52:03 - 00:01:27:20

So app 025 was the original one. And that that showed that kind of listed all the dates of all the negotiations you've been having with the affected persons. Since we got the new one, all that information has kind of disappeared, hasn't been kind of transposed over. And what the what the land rights, land and rights Negotiation Tracker needs to do is to show us me and show the Secretary of State that you've been like in negotiations and like constantly from the beginning.

00:01:27:22 - 00:01:30:21

So to kind of lose that information from the original

00:01:32:07 - 00:01:58:15

to the next version, the one that the Planning Inspectorate, um, asks you to fill in, kind of remove that initial, all those initial stages of negotiations. So I was wondering if there's any way that all that can be put back in so that we only need refer to one document which shows all the negotiations you've been having with affected persons since the beginning.

00:02:00:05 - 00:02:12:15

Must have her, Latif and Ramesh for the applicant. Um, apologies. We're receiving messages that the live feed is cut off. Um. Oh, no.

00:02:17:17 - 00:02:52:15

In which case, Mr. Latif, very much for the applicant. Um, sir, with your your permission, there was just one, uh, matter that we wanted to address before answering that specific question, which related to your query on the additional land. Um, and we thought it was important to address it. Uh, at this stage, the compulsory acquisition regulations themselves are drafted in such a way that it refers to

additional land being land that was included in the submitted application. However, the detail of the provisions, it's clear that the intention is a bit further than that.

00:02:52:17 - 00:03:39:00

And as I said, I'm not personally aware of any instance where land has been removed and then re-added in, and so on the basis of the drafting of some of the provisions, we think it would trigger a requirement for re consultation. There is also an additional two additional concerns with such an approach. One relates to the general case which I laid out and I won't repeat, but it does give rise to a question about whether, in light of those conclusions and the arguments that we put forward in the change application, whether there would be a reasonable alternative to the acquisition of land on related to New Lane, are you going back to what we had beforehand? And so it it complicates the acquisition of any land in that context.

00:03:39:02 - 00:03:49:09

And the very final point, Mr. Breslow will just comment on an issue relating to resilience, which also goes to that particular question.

00:03:51:06 - 00:04:19:09

Thank you, Mike, on behalf of the applicant. Um, um, in relation to resilience and the fact that Mulan is, uh, a single access for quite a significant part of the project. We been made aware that just last week there was a large section of Mulan closed for utilities repairs. So again, it's just another consideration or benefit, if you will, of the alternative access is for project resilience.

00:04:21:28 - 00:04:29:07

Stability very much for the applicant unless unless you had any comments on that I was going to pass over to Miss Gledhill to address the query on the tracker.

00:04:31:28 - 00:05:02:14

Rosalind Gledhill on behalf of the applicant and as part of the rule six letter um reference PD 006, the examining authority requested that the applicant prepare a summary position Land Rights Tracker to make reporting on the progress of these negotiations easier. The examining authority provided an example of what was required, and that this would replace the schedule of negotiations. The applicant prepared a London rights negotiations tracker in the same format as requested.

00:05:02:16 - 00:05:41:29

Reference rep 1014. This includes a column setting out the status of the negotiations relating to the land rights, noting if heads of terms are under discussion or if documentation is with solicitors, for example. This tracker has been updated reference rep 3013, and will continue to be updated through examination to support the change request to the applicant. Prepared and updated London Negotiations Tracker. Rep 2070 to include an additional column to show the key correspondence and meetings that had taken place, specifically relating to the change request two.

00:05:42:07 - 00:06:13:06

This was to the same level of detail as the schedule of negotiations and submission at 025 to show engagement on the specifics of change request two has been undertaken. The additional column of detailed engagement on Change Request two was then deleted to return the tracker to the summary

position once the change request was accepted. The applicant is in regular discussions with landowners and their agents to reach agreement over the land rights required for the project.

00:06:13:11 - 00:06:27:01

The applicant does not consider it would be particularly helpful to the examining authority to add into the tracker details of all correspondence that have taken place. The use of the tracker being to show the status of the negotiations as they stand, which it clearly does.

00:06:29:24 - 00:07:04:26

Okay. Um, okay. It's it's just sometimes helpful to see, you know, rather than we are in negotiations, actually, we have to be able to report that we can see what negotiations you've had. You know, if you've written a letter to somebody and that's it. Or if you've had regular meetings, there's kind of a difference in the amount of negotiation that is. So I suppose all I was saying was from the London Rates Negotiation Tracker, as it's at the moment, it doesn't kind of necessarily go into that detail.

00:07:05:13 - 00:07:15:01

Um, and obviously the more negotiations you have, the more you are meeting the kind of the CA guidance. And that was the point, really.

00:07:15:21 - 00:07:47:21

Mr.. T furnish for the applicant, if you told us that you would find that helpful, then we would, uh, do that in order to be as helpful as we can be. The one issue is as as Mrs. Gledhill has said, the tracker was to give an ongoing snapshot in time update of where we are at the moment. If we added in all of the correspondence, as you can probably tell from some of the documents that have been referenced, it suddenly starts to become an 80, 100 or 120 because of the sheer extent of engagement that we've done.

00:07:47:23 - 00:08:03:07

So I guess it's really a question whether you would find it helpful to include absolutely everything, even if it wasn't the summary of snapshot, or whether it's sufficient that we've outlined in an earlier document that we've had all of this significant engagement, and we want to do whatever's most helpful.

00:08:03:09 - 00:08:23:05

Okay. I think leave it with me. And if we've got a further round of written questions, we can address that if I if we think it's necessary. Um, yeah. Also, I mentioned before about the deadline three version being as like a word document or a PDF as opposed to the,

00:08:24:29 - 00:08:39:29

um, Excel. So you kind of lost the, the number of, you know, the rows. So if I refer to row some rows then they kind of they've disappeared. So it's hard to then refer to the rows. I just wondered why that was the case.

00:08:40:19 - 00:08:52:18

Yeah. Rosalind Gledhill, on behalf of the applicant, um, the updated document that you refer to was submitted as an editable Excel document. Um, so that must have dropped our proposed submission during conversion.

00:08:52:20 - 00:08:55:11

Hmm. Okay. We'll have a look at that. In that case.

00:08:55:13 - 00:09:02:29

It is worth noting as well ahead of deadline for we have amended the formatting and print parameters to hopefully avoid this happening in the future.

00:09:03:01 - 00:09:04:07

Okay. Thank you.

00:09:06:27 - 00:09:16:05

Um, yeah. I asked, were there any such takers we're missing, such as Yorkshire World Services, but I think you probably answered that this morning. Um.

00:09:18:27 - 00:09:37:28

Whether it accurately reflects the book of reference. Uh, so if you go to the Beverley Pasture master's rows, there's like there's two entries for them with the same plot numbers in both entries. I just wasn't too sure why that's the case.

00:09:38:28 - 00:10:10:08

Uh, Rosalind Gledhill, on behalf of the applicant, um, the reason for two entries for the East Riding of Yorkshire Council at rows 20 and 21 was to show the distinction between the negotiations which had been undertaken on the plots for which the Beverley Passenger Masters have an interest i.e. plots 13, six, 13, eight and 14. One row 20 shows the position of the negotiations with the East Riding of Yorkshire Council only. Whilst row 21 shows the position of these discussions with the Beverley Pasture Masters, who are not statutory undertakers.

00:10:10:10 - 00:10:13:20

Right. Okay, I see. Um.

00:10:19:16 - 00:10:22:04

And then there was the issue about.

00:10:24:08 - 00:10:25:26

Row 53

00:10:27:23 - 00:10:28:16

and.

00:10:30:29 - 00:10:35:22

You say there's statutory undertaker but there's no statutory undertaker in that row.

00:10:37:16 - 00:10:42:24

I think it might have missed off the name of the, um, Statutory undertaker.

00:10:44:20 - 00:11:06:08

Rosalind Gledhill, on behalf of the applicant. Um. Row 53 relates to Ineos Manufacturing Limited and for completeness. Ineos have not submitted a representation or objection and so section 127 is not engaged in this circumstance. However, they are a statutory undertaker because the applicant understands that they operate a gas pipeline.

00:11:06:25 - 00:11:13:28

Okay. But then the the next column, two columns along. But there's a that's filled in with, um,

00:11:15:20 - 00:11:18:04

the name of someone who submitted the relevant rap.

00:11:21:02 - 00:11:22:02

Eversheds.

00:11:36:07 - 00:11:55:01

For the applicant. The Eversheds is the agent. It's a law firm that acts for Ineos. So just so I understand, row 53 has Ineos as the relevant party. And then under the agent it says Eversheds. And as Miss Gledhill has just said there's then a confirmation that they are a statutory undertaker.

00:11:55:12 - 00:11:56:13

Um okay.

00:11:59:03 - 00:12:01:09

So which which plot is that?

00:12:06:29 - 00:12:11:29

Rosalind Gledhill, on behalf of the applicant, that's plot 1605 16 nine.

00:12:12:01 - 00:12:16:10

If you have a look in the book of reference, are there any statutory undertakers?

00:12:20:07 - 00:12:21:23

With interest in that plot?

00:12:31:07 - 00:12:37:29

Mr. Ramesh, for the applicant. So Ineos are listed in the book of reference against those plots.

00:12:38:01 - 00:12:40:03

Are there any other statutory undertakings?

00:12:42:11 - 00:12:56:02

In 16 Mr. Furnish for the applicant in 1605. Yes. Uh, it also in the book of reference it lists Northern Power Grid, Yorkshire plc and Northern Gas Networks Limited.

00:12:56:04 - 00:13:01:24

Okay. So is that in plot 16 five listed elsewhere against those statutory undertakers?

00:13:13:08 - 00:13:25:05

Mr. Phillips, you very much with the applicant, can I? So is is your question really is is plot 16 five and 69? Does it accurately reflect all of the issues? Yeah. Okay.

00:13:28:00 - 00:13:31:18

I think we might need to take that one away just to just to confirm the position.

00:13:31:21 - 00:13:32:10

Okay.

00:13:34:00 - 00:13:44:10

I suppose like a bigger point is, in the original document, there was a lot more plot numbers listed than there are in the negotiations tracker. I'm just wondering why that's the case.

00:13:56:16 - 00:14:17:07

For the applicant. We'll come back to you to confirm this point in writing. But one of the distinctions is the nature of the interest in question and whether it's a freehold interest. And in those circumstances, you would be negotiating with them on any acquisition, whereas if it's just their position as an occupier, that's slightly different.

00:14:17:09 - 00:14:18:20

But you still negotiate with them.

00:14:18:22 - 00:14:22:02

Do we still engage with them as we would anyone?

00:14:22:04 - 00:14:25:15

So we need to see that. What's the engagement with them?

00:14:25:17 - 00:14:26:13

Understood.

00:14:28:08 - 00:14:31:02

So yeah. Another example. Entry 52.

00:14:32:18 - 00:14:34:12

There's an affected party.

00:14:36:21 - 00:14:40:11

Um, who's also a occupier?

00:14:43:24 - 00:14:47:29

Do you have negotiations with that occupier, or is it just the landowner?

00:14:53:25 - 00:15:05:00

If you're a tenant farmer, for example, then you're going to be you're going to lose your tenancy. Do you negotiate with a tenant farmer or you're only negotiating with the landowner?

00:15:09:21 - 00:15:24:18

Mr. furnish, on behalf of the applicant. Um, we negotiate with all and engaged with all parties. I think the specific point that you're raising, I think we'd like to take that way and come back in writing, just so that we're absolutely clear on the information that's being provided.

00:15:24:20 - 00:15:28:00

Okay. That's fine. Um, I'll set that out in the

00:15:29:19 - 00:15:40:01

proper action points in that case. Um, okay. So that was all the questions I had on that agenda item. Um.

00:15:42:05 - 00:15:53:19

Does anybody wish to comment on anything discussed? I know Alban Wise might want to, or they may want to just set out there or representations under the next agenda item.

00:15:55:18 - 00:16:11:28

Good afternoon. Uh, McKenzie for the Albany Wise entity. So I'm entirely in your hands. I know that, um, agenda item three is specifically the Xa asking the applicant questions, and then the next agenda item is is effectively our opportunity. So.

00:16:12:24 - 00:16:22:25

Okay. I think well, if you'd like to give your oral representations under um I, I item four then in that case. So, um.

00:16:25:04 - 00:16:35:28

So, yeah, uh, you're the only people who are at this compulsory acquisition hearing who wishes wish to give oral representation. So, um. Yes, if you could please go ahead.

00:16:37:04 - 00:16:43:21

George McKenzie for Auburn wise. Yes. Just to circle back to your point that you made at the outset of this. Um.

00:16:44:16 - 00:16:45:07

Okay.

00:16:49:09 - 00:16:50:15

Have I unfrozen?

00:16:50:17 - 00:16:54:07

I sorry, we, um, we broke up. Then again.

00:16:55:16 - 00:16:56:07

George McKenzie.

00:16:59:18 - 00:17:04:26

I will start again if you give me an indication that you can hear and see me.

00:17:11:28 - 00:17:17:13

I can't hear anything. Is there another. Is there an issue with the connection?

00:17:20:02 - 00:17:21:24

Anyone else? I can't hear anything.

00:17:24:00 - 00:17:29:07

George McKenzie for Auburn wise. Can. Can you hear me now, sir.

00:17:30:29 - 00:17:34:15

Sorry, Mr. Mackenzie, I can't hear you in the room.

00:17:37:09 - 00:17:38:00

I can't, I.

00:17:41:26 - 00:17:51:25

Can. Can I? I asked the case officer whether I can be heard trying to figure out whether the connectivity problem is at my end or.

00:17:52:14 - 00:17:54:29

Yes, we can hear you.

00:17:55:03 - 00:17:55:18

Um.

00:17:55:20 - 00:17:57:13

Virtually can.

00:17:57:21 - 00:18:00:07

Yes, we can hear you. Actually, it might be a real.

00:18:00:09 - 00:18:03:13

Issue in the room. We'll have to look at this. Look into this now.

00:18:03:21 - 00:18:07:18

Um, Mr. Mackenzie. Should we try again? Let's see. See what happens.

00:18:07:28 - 00:18:16:08

I'm grateful. George Mackenzie for auburn wise. Um, so I will begin. If you give me an indication that you can see and hear me.

00:18:21:19 - 00:18:25:15

Okay, we're just going to try something to make the connection a bit better.

00:18:48:00 - 00:18:49:15

Okay, miss Mackenzie.

00:18:52:17 - 00:18:54:18

George Mackenzie for urban wise.

00:18:56:06 - 00:19:02:05

Can you, um. Can I invite you, sir, to indicate whether you can see and hear me now?

00:19:02:29 - 00:19:06:06

Yes, I can see and hear you. Well, thank you.

00:19:06:19 - 00:19:37:02

George Mackenzie, for all the noise. I'm grateful and sorry that that glitch rose. Um, so can I just, um, just address the point that you made at the outset of this compulsory acquisition here in which you indicated had been triggered by a request made by a different interested party and welcome gave an indication that we welcome to the effect that further hearings would be held in relation to the Auburn wise interests.

00:19:37:04 - 00:20:07:05

Uh, clearly. So there are agenda items under agenda item three that specifically deal with the new land within the ownership of Auburn Wise. And frankly, there has been extensive discussion about that land, including some new points raised for the first time, for example, in relation to resilience, which haven't been foreshadowed at all in writing. Uh, and also the point about the new DCO requirement.

00:20:07:07 - 00:20:48:27

And so the first point that I made at the outset is, is that these really reinforce and compound the point that I outlined earlier, which is that the way that these changes are being examined and promoted, that does really does give rise to serious procedural concern, because I'm now hearing points for the first time, which I need to touch on already without having seen them in writing. Um, but, sir, what I'd like to do, if I may, is, is touch on points raised by the applicant and then make five submissions more broadly if that would be acceptable.

00:20:48:29 - 00:21:32:15

So just in terms of the points that were raised by the applicant. Um, so you asked the applicant whether the engagement with all the Y's had been positive and the applicant gave you a happy assurance that, yes, they had had positive engagement with Alban Wise. I'm sorry to say, sir, that that really couldn't be further from the case. Uh, Auburn Wise has categorically said that the impact on their assets and in particular the consented solar assets is not acceptable because they would materially detrimentally affect the scheme and and would prevent it being implemented.

00:21:33:01 - 00:22:10:17

And the applicant's response to that was that they disagreed with the level of impact that we had outlined to them. So albeit that they said that there had been positive engagement and kind of indicated that everything was hunky dory. At the heart of this is a real disagreement between the applicant and Aubin Wise as to the level of impact which arises because of a misunderstanding on the applicant's part as to the fixed nature of the proposals.

00:22:10:19 - 00:22:44:05

In particular, the proposals for the solar farm at field House, at farm. Um, the applicant indicated to you that they thought that the proposals were not fixed. In fact, they are, because the planning consent is a full consent, not an outline consent. So the proposals for the solar farm are fixed, and there is a demonstrable lack of understanding as to the reality of the consequences of that position on the applicant's part.

00:22:44:07 - 00:23:39:07

Because to be very clear, sir, any use of plot 2A-5 will necessitate will necessitate a fresh section 73 consent that will take time and that will prejudice the grid connection date of 2027, which we have been given by the district network operator, and that will accordingly delay the time at which the project can be brought online and delay the point at which the project can actually start delivering renewable energy, badly needed renewable energy to the grid, and will prejudice the investment case for the solar farm because it can't be implemented in reality and commercially and pragmatically speaking, until the position in relation to plot two A5 is resolved.

00:23:40:09 - 00:24:27:18

Because you will be aware that plot two A5 is particularly significant for the purposes of the field House farm solar asset, because that is the plot on which not just the inverters and a admittedly small volume of photovoltaic panels is proposed to be situated, but the substation is also proposed to be situated on that land because it is immediately adjacent to the 132 kilovolt overhead power lines that the grid connection will be Implemented at, so that that is the only point in the urban wise land in that scheme that the substation can actually be situated, and that's why it's been situated there.

00:24:28:14 - 00:25:17:18

And you then asked, well, why do you need, need plot to a five? And so that's a very good question to which no satisfactory answer has been given with respect, because the applicant's response was, well, they they felt the need to increase the separation distance between the use of two way for as an access road and properties at field House farm. But if that's the case, then why not just have a corridor adjacent to to a dashboard instead of the whole of two? A five, which is a large triangular piece of land which includes the substation, which is where the grid connection point for the solar farm needs to be.

00:25:18:18 - 00:25:24:10

And so the point that you raise, well, why do you need it is.

00:25:26:14 - 00:25:45:23

Exactly the point that we have been putting to the applicant for a significant period of time. And we have been consistently asking for details about exactly what it is that they propose to do. On plot two five, we we've asked for this information

00:25:47:10 - 00:25:55:06

many times. We've been consistently told it's on its way over to us, but it has consistently failed to be provided.

00:25:57:17 - 00:26:39:12

Um, and to be clear, the as I've said, the solar asset cannot be delivered without that site being clear. And the applicant says, well, don't worry that they'll. They'll introduce a new DCO requirement which we haven't seen yet which will sort it out. So no need to worry. But but the problem with that is that that is infected by the same assumption that I referred to earlier, which is an assumption that the applicant makes, which is that the interference with the proposed solar assets will not be significant, which is plainly wrong.

00:26:39:19 - 00:26:40:15

And

00:26:42:03 - 00:26:56:28

and also that they don't, in fact, know what block two way five is in fact needed. And so we don't accept that a post consent DCO requirement will result in a situation where the solar farm can go ahead.

00:26:59:13 - 00:27:30:15

And so just in that context, and for your note and the original two consultation letters that preceded the making of the formal change requests that they were dated the sixth and the 14th of August. Notably, sir, plot 285 was not said to be needed. The only proposals related to the use of the access track on plot two, A-4, and it was only on the 29th of August, seven days before the deadline.

00:27:30:17 - 00:28:01:20

One regulation arose under the 2010 regs for replying to that consultation that the applicant suddenly said pulled a rabbit out of a hat, frankly, that they also needed the whole the whole of to a five and they still haven't explained what they need it for and where the infrastructure that they propose the transport route will be put on to A-5, and that is wholly unsatisfactory.

00:28:05:01 - 00:28:39:03

And so I'll now make the, the that the five points that um, that go to uh, whether the um compulsory acquisition and temporary possession provisions which are promoted within the envelope of change request two can possibly be justified. And we say they can't. And so the first submission is that those

provisions would materially and substantially prejudice the delivery of not one, but two consented at solar farms.

00:28:39:29 - 00:28:49:17

And those are substantial public interest considerations that weigh heavily against the provisions in the context of section one, two, two

00:28:51:11 - 00:29:27:04

of the 2008 act. And they also give rise to conflict with the NPS. And in particular, paragraph 2.5.2 of N3 indicates that good design involves facilitating coexistence. And plainly that requirement wouldn't be met if the provisions sterilized or materially adversely affected. Again, not one, but two solar schemes. Um, the first of those schemes is the field House solar farm, which has a generating capacity of 40MW.

00:29:27:25 - 00:29:59:15

It's an implemented planning consent. Uh, and it exists, um, on land which includes plot two, A-4 and 2A-5, as well as six and seven. As I've said, sir, we have implemented that consent, and we need to continue doing so in, in earnest in order to meet a grid connection date of 2027. That's something that will be, frankly, impossible if change nine is confirmed.

00:30:00:10 - 00:30:39:29

I've indicated why the substation is situated where it is on plot 25 and why it can't be moved. And so the the second solar farm scheme that the provisions would adversely affect is the car that the car farm. Solar farm. That's a 49.9MW generating capacity asset. It's also consented. And the access on plot 2.4 is required for the construction of that asset, which is also within the ownership of Auburn Wise.

00:30:40:01 - 00:31:01:19

So the use of that access also gives rise to a conflict with the proposals for the construction and delivery and the bringing online of that renewable energy resource. Again, these are matters which weigh heavily against a finding that the tests in section one, two, two would be met

00:31:03:11 - 00:31:35:23

Secondly, the provisions would prejudice Auburn Wise's wider farming operations as well as the tenanted occupiers at field House farm. And so for your note, you would have seen this from the letters that Mills and Reeve have submitted on behalf of Auburn. Why's that? Um, the main access point to around 360 hectares of farmed agricultural land to the south of the A 1035 is plot to a dashboard.

00:31:35:29 - 00:32:14:09

So that is the track which is used and which is critical for Auburn Wise's own agricultural operations. It's in regular use by combine harvesters, tractors, trailers, tankers, etc. for the purposes of the agricultural business. And many of those vehicle movements are time sensitive, and it's also heavily used by third parties who hold contracts to farm various parcels of that land. So all of those uses would be substantially prejudiced if the access was acquired, whether on a temporary or a permanent basis.

00:32:14:11 - 00:32:50:04

And so I'll come back when I make a further submission about the environmental impact assessment in this respect. Um, third submission sir, is in this context, we say, um, there is an overwhelming case against there being a sound justification for the provisions involved in change nine. And in fact, there doesn't appear to be any justification advanced by the applicant that, frankly, comes close to meeting the statutory conditions in section one, two, two.

00:32:50:28 - 00:33:21:02

And as Mr. Latif Ramesh indicated, those conditions so far as relevant, are that the land is required And that there is a compelling case in the public interest, which the guidance tells us, uh, is, uh, a requirement for there to be compelling evidence that the public benefits that would be derived from the acquisition would outweigh the private loss that would be suffered by those whose land is to be acquired.

00:33:22:00 - 00:34:07:03

And so, in the case of, um, Sharkey and I'll give the reference to that, which is a High Court case, when we produce the written summary of these submissions, the High Court held that in relation to materially similar statutory language, um, uh, the a local authority doesn't have to go show so far as to show that the compulsory purchase is indispensable or to use another similar expression, that it's essential. And on the other hand, the High Court judge upheld, I do not find the word desirable satisfactory because it could be mistaken for convenient, which clearly, in my judgment, is not sufficient and required here means necessary in the circumstances of the case.

00:34:07:22 - 00:34:44:24

And I draw that to your attention, sir, because it is precisely that weak justification for compulsory purchase and acquisition provisions that the applicant relies on in this case. And so can I. Can I ask for paragraph 9.1.3 of the change request application, which is Rec 2149 to be placed on screen? Because I need to show you, sir, the way that in writing, the justification for the provisions had has been advanced by the applicant.

00:34:45:18 - 00:34:52:06

So it's rec 2149 paragraph 9.1.3.

00:34:53:00 - 00:34:56:22

Are we able to show show that. please.

00:35:02:29 - 00:35:04:28

Thank you. That's it.

00:35:08:17 - 00:35:47:27

Um, I'm just going to. I'm looking at the second sentence beginning in this regard. So it's, um, in this regard, the applicant has identified an alternative route for access, which would enable a reduction in the the use of MOT Lane during construction. The potential and this is the crucial justification which the applicant advances. And the way that they advance it is to say that the potential to reduce the use

of MOT Lane during construction has some attraction, given that it's a narrow route with existing weight restrictions in force.

00:35:48:28 - 00:36:04:07

And so that is astonishing, uh, frankly, to say that the highway and transport implications have some attraction falls materially short of meeting the relevant statutory conditions.

00:36:06:24 - 00:36:10:04

It is a, in my submission, unreasonable

00:36:12:01 - 00:36:26:06

position to say that the draconian compulsory acquisition provisions, which would authorize the involuntary acquisition of property rights, is justified on the basis that it would have, quote, some attraction.

00:36:28:01 - 00:37:02:18

That is exactly the same mistake that was made in the case of Sharkie. But sir, even the suggestion that the use of this alternative access to land areas D and E has some attraction is not, in fact supported by any actual evidence, because firstly, no significant environmental effects are reported in the environmental statement in relation to the use of MOT lane in any event, and no actual benefits are said to flow from the reductions which are set out.

00:37:02:24 - 00:37:38:24

The change application only reports the reductions in volumes for vehicles using MOT Lane to access land areas D and E, but does not explain why these reductions are substantively beneficial. To an extent where they could be regarded as necessary, and to the extent that they could comprise a compelling case in the public interest justifying compulsory acquisition provisions. And so, thirdly, Molen is already subject to compulsory acquisition provisions and the Kemp and will already be used in connection with project delivery.

00:37:39:26 - 00:38:13:18

And that's why the applicant is already promoting the use of passing lanes on that road. So it's not it's not clear at all what the actual benefits are that would arise. And so in this document, which is still on screen and I'm grateful for that. Um, as to the veteran tree, which is um, reference. So we will we are investigating this in terms of arboriculture and we'll provide our position on that the next, uh, deadline.

00:38:13:20 - 00:38:35:17

But to note this, please, that even if the tree is in fact a tree which is in the process of veteran ization, the interface with it was known, was known to have a design solution and could be subject to further protective provisions in the CMP, for example.

00:38:37:10 - 00:39:08:01

And there are also, as I said, three known alternatives to the change nine access provisions. Firstly, the previously proposed route, which, sir, your questions touched upon, and which again is not said to be disadvantageous in any substantive way, save for the need to implement appropriate protective

provisions around a single tree. And it was for the very first time ever that the applicant, in its oral submissions a moment ago, referred to the concept of resilience.

00:39:08:03 - 00:40:00:11

But that concept and that notion hasn't been fleshed out or explained in any written material. A further alternative, again, which you canvass, is just to use plot two a dash for and not to A-5, which contains the substation. And there is a third alternative, which Auburn Wise has been frankly shouting about from the rooftops, which is to use an existing corridor of land just to the west of the plots in question, which is a open plot of land below which Cables are buried in connection with the Dogger Bank infrastructure, and which hasn't been investigated by the applicant in any detail whatsoever so far as ascertainable from the change request documentation.

00:40:01:17 - 00:40:39:21

So we say that those alternatives were also heavily against the making of the change. Nine provisions. The fourth submission is in relation to environmental impact assessment. We say that the EIA of change nine is flawed and unreasonable. And so the updated ES volume four, appendix 14.1. I don't think I need to have this kindly brought up on screen, but the reference is um rep 2-134, which is to the trapped version of rev three of volume four.

00:40:40:14 - 00:41:10:15

Paragraph 14 .7.4 Indicates that no baseline data has been collected for the private farm. Track of the A 1035. For the purposes of this assessment, it is assumed that there are zero yes zero daily vehicles on the basis that it's likely to generate only a small number of daily vehicles associated with the small number of residential dwellings and a farm. So two points to be noted here.

00:41:10:17 - 00:41:54:23

Firstly, change nine has been promoted on the basis of no baseline data whatsoever, having been collected for the private track, despite the applicant being aware that that track serves two solar farm schemes which are in the process of implementation. The properties at field House Farm and Auburn Wise's 360 hectare agricultural holding to the south. Um. And secondly, it follows that despite this, that the Assumption that the farm track is not currently subject to any use whatsoever is plainly, plainly wrong, and cumulative use, and therefore cumulative effects have been entirely ignored.

00:41:55:05 - 00:42:35:00

And that is a major failing in terms of the EIA in terms of change 9 or 2 in brackets. Nine and until that assumption is revisited, rectified and re consulted on such that cumulative effects with the farming operations, the tenants of field House farm and the two solar schemes construction and operational traffic are considered. The revised doesn't provide a lawful basis to proceed with the changes, because it fails to provide the requisite environmental information to to use the examining authority.

00:42:35:24 - 00:43:07:27

And so just to flag at this point that the highways implications of the proposed junction arrangements, including visibilities, plays, etc.. Can't be understood, let alone tested and examined. And that's why Sir Auburn Wise will be instructing its own transport engineer to provide a technical and evidence

based assessment of matters which will be contained in its relevant reps and that will need to be examined, as well as the applicant's response to it in the context of this examination.

00:43:07:29 - 00:43:38:18

And again, not just to circle back to what I said earlier, that's one of the reasons why we say that an extension to the timetable that is mooted by the applicant in its change request is, is amply needed. And so the fifth and final point is that the applicant has failed to update the funding statement to reflect the fact that change nine will prevent the field House solar farm from being implemented in time for its 27 2027 that is grid connection date.

00:43:39:27 - 00:44:24:29

And so of course, we note and don't disagree with the fact that the applicant at the applicant. Funding statement shows that it has a very significant balance sheet resource, and that it's committed to funding the project. That's of course a given. And yet, sir, this project will have its own funding envelope about which no details have been given by the applicant. But the point is that the applicant hasn't recognized that the provisions in that change request to and then in brackets change nine will at worst render the field house farm solar scheme unimplemented and at best will delay its implementation by a number of years.

00:44:25:04 - 00:44:55:28

And the costs of that under the compulsory Purchase Compensation Code would be strikingly significant. So this is not just a question of acquiring land that has a bare agricultural value, and that is something that needs to be considered carefully by the applicant, and the funding statement needs to be updated to make it clear, if indeed it is clear, that this can truly be accommodated within the funding envelope for this project.

00:44:56:23 - 00:45:36:26

So so we say essentially that the change nine provisions would almost literally drive a coach and horses through a consented solar farm, which is capable of delivering badly needed renewable energy to the grid in 2027. And so the examining authority will be well aware that early, i.e. pre 2032 grid connection dates for renewable schemes are rare, and it is an imperative that schemes which benefit from them must be facilitated. The provisions which are promoted in the context of change two, would at worst knock out and at best significantly hamper and delay this scheme coming online.

00:45:37:15 - 00:46:08:07

The appellant doesn't appear to have given any real thought to these matters, and has assumed that the access track has, in effect, a nil use. And so in that context, the justification advanced for the change nine provisions, namely, that they would simply have some attraction, which is, you see, in the way that the applicant itself puts it, falls astonishingly far from the mark. And so we say that for those reasons, at this point, we'll obviously flesh these submissions out in more detail at a later date.

00:46:08:09 - 00:46:12:24

Should we need to change, nine should not be confirmed.

00:46:15:10 - 00:46:16:02

Thank you sir.

00:46:16:20 - 00:46:31:26

Okay. Thank you. Uh, before I hand over to the applicant, I mean, do you do you think it's likely that you'll reach an agreement with the applicant on all the matters before the close of the examination? I do think this is going to be outstanding at the end of the examination.

00:46:38:23 - 00:47:08:07

George McKenzie for Albert Schweitzer. We obviously very keen to reach an agreement, but one of the things that is standing in the way of that at the moment is the provision of information, which I referred to at the outset, because at the moment we simply don't know what the applicant is proposing to do on block two way dash five. And we really need to know that before, but before the negotiations can proceed to the next stage.

00:47:09:19 - 00:47:21:21

Okay. And in terms you say it's been implemented field house, solar farm. What stage is it at currently? Because when I went I couldn't see any solar panels for example.

00:47:22:03 - 00:47:54:14

Yes. Forgive me. I was using implemented in a in a kind of Town and Country Planning Act 19 \$0.90 in the sense that the consent itself has been implemented. But you are absolutely right so that if you go on the site, you won't see solar panels. The the consent has been implemented though, and the site is being, um, effectively the investment is being gathered for the site and that is that is being prejudiced materially by the uncertainty created by the applicant's proposals.

00:47:55:04 - 00:48:06:24

Um, but we have we have a grid connection date which we must meet to be clear, and it is the intention to meet it. So it will be delivered by that point in 2027.

00:48:08:03 - 00:48:13:24

Okay. So how long does it take to build your solar farm? A year and a half. Are you saying?

00:48:16:12 - 00:48:27:08

Yes, sir. Yes, yes, but the applicant is proposing that they might need the land for two years, so. Yeah. Okay. Yeah. So it's 12 to 15 months to build on being constructed, right.

00:48:27:10 - 00:48:36:25

And do you consider it might be feasible to phase your development in such a way to accommodate construction access through plot to A5.

00:48:39:03 - 00:48:42:01

Uh, no. Um.

00:48:44:06 - 00:48:52:28

Yes. Um. Yes, sir. No. Because the the substation on that plot needs to be

00:48:54:19 - 00:49:26:01

constructed in order for the grid connection to be, um, to, to, to, to go online. So if that plot is temporarily in the possession of the applicant for two years, that would make it impossible for the solar farm to be connected to the grid. Uh, and the phasing point, uh, goes both ways in the sense that, you know, the applicant might be able to be, um, what should ought to be expected to produce, uh, phasing plans as well.

00:49:28:07 - 00:49:39:07

Okay. And if your solar farm is completed and generating electricity prior to the construction of the proposed development and everything's built out.

00:49:41:29 - 00:49:54:13

I mean, it's a question I want to ask the applicant as well. Like what happens in that situation if you're granted development consent, would you just take away all that infrastructure?

00:49:55:17 - 00:50:26:23

Mr. Ermisch, for the applicant? I think in responding to that question, it might be worth going through a number of the points that Mr. McKenzie has raised. Okay. The most important point Mr. McKenzie started with was that he that we were raising new information that he had not seen, including this new requirement. The requirement was discussed last week and sent last week. And so all of the submissions you've just heard, um, I think are done with the lens of having reviewed something that has been discussed and shared with all the minors.

00:50:27:01 - 00:50:57:04

That provision, which we discussed with Auburn Wines, very specifically, deals with this commentary around interfaces and conflicts. So everything that Mr. McKenzie has said, I think is significantly undercut by the fact that I don't think there's a there's a reflection of the fact that we have this new requirement. And if the accusation is that the applicant listens and adjusts its position to reflect what it has heard, then that is correct.

00:50:57:06 - 00:51:30:07

We did provide we did provide that new requirement. We did think of that new requirement in discussions with Auburn Wise once we had heard their concerns. That's not a representation of of bad consultation and engagement. That is us listening and making sure that we can alleviate some of the concerns and issues that are raised. So just on the points of detail, I think Mr. McKenzie's made his submissions without having full sight of the requirement, which means it's very difficult to then say, actually, you know, all of this is resolved.

00:51:30:09 - 00:52:03:13

So that's the first point. The second is that listening to Mr. Mackenzie, you would think that there is no compelling case whatsoever for making this change East Riding of Yorkshire. I mean, it's that Mr. Mackenzie wishes to undercut what we've said. But East Riding of Yorkshire have been very clear that this is one of their main concerns in the local impact reports in relation to the proposed mitigation, which Mr. Mackenzie believes would have been successful in obviating the impact. The council said notwithstanding the mitigation that's proposed.

00:52:03:15 - 00:52:40:08

Quote, this is contrary to the best practice design principles. Natural England and the Forestry Commission Standing Advice states that these buffer zones should remain semi-natural and development. And then they go on to say it is whilst mitigation is proposed in the form of aboveground construction, it is considered that this would still amount to a deterioration throughout the operational lifespan of the project, so this isn't some concern that we've manufactured. Mr. Mackenzie wishes to draw some parallel between the fact that the word attraction is used in one of our documents, and the fact that it's used in a High Court case.

00:52:40:27 - 00:53:23:23

This is a compelling case that we've outlined. There's a 25% reduction in the construction traffic. What the council described as one of their main concerns coming into this examination, we resolved. So the idea that we've just concocted this reason in it's mere attraction, it might be worth, again, reiterating what the council themselves have said about this change. I think the second main point, other than many of the points that Mr. Mackenzie has raised, being, I think, just not reflective of what this provision would achieve, is this question of the fixed Position of the existing planning permission.

00:53:23:29 - 00:53:55:04

So we were led to believe that there was, notwithstanding the grant of planning permission, an opportunity to optimise parts of the site. So it was on that basis, having heard again as, as a good neighbour heard the feedback from the neighbouring properties, that we suggested that there might be some use of plot two A5. The fixed position we're now being told is, is sorry. The lack of a fixed position we're now being told is not a A.

00:53:57:16 - 00:54:31:17

It doesn't entail any flexibility on their part. So what we've done in response to that is propose this provision and the reason that we have gotten comfortable with, given that giving this new requirement is that we have used a baseline of assumptions, which we also shared with Auburn Wise last week in coming up with why we don't think there is a fundamental conflict here that is not capable of being resolved. On the very last question that you are, sir. If they've if they've fully constructed because it's not nothing is that there are no panels, as you rightly observe currently are.

00:54:31:21 - 00:55:05:22

If it was constructed, then the operation of the new requirement that we proposed would ensure that we would carry out our authorised development in a manner that reduced the conflicts as much as reasonably practicable. Mr. Mackenzie listed a number of instances where apparently information has not been provided, and we have a very long list of information that was requested and has been provided, and I'm just not sure whether what you've heard reflects the discussions, the amount of information that's been provided, as well as not just the new requirement.

00:55:05:24 - 00:55:39:20

So I guess I guess there's a knock on implication in that. Mr. Mackenzie has made arguments about why the funding statement needs to be updated. Well, that that completely ignores the submissions we made even earlier today and that we discussed with Alderman Myers. It it completely ignores the provision that we've are proposing positively to respond to what's happened. I think he also mentioned, oh, well, you know, paragraph 2.5.2 of the entry says we need to facilitate and coexist with other developments.

00:55:40:01 - 00:56:10:03

Again, that is heavily coloured by the fact that I'm not sure if there's been any regard in the submissions you've just heard to the requirement, which will prevent these conflicts from occurring. What I propose that we do is in the, um, and it's, um, Mr. McKenzie set out, I think, with the exception of the heritage impact and I think a transport impact. He has set out album wise concerns, which is largely reflective of the representations that they've already submitted.

00:56:10:10 - 00:56:25:25

Um, what I propose that we do is we give you a Uh, response to each one of the apparent conflicts and why we're so comfortable in giving this new provision, which, um, reduces the the level of interaction and interface between the two developments.

00:56:27:11 - 00:56:33:13

And I also ask that you speak between yourselves as well before before you do that.

00:56:33:24 - 00:56:44:00

Mr. Latif, with the applicant, I we're happy to. And we have been that's that's I think it just needs a clearer line of communication to make sure that everyone is on the same page.

00:56:46:27 - 00:56:50:12

Okay. Thanks. Was that all the response you wanted to make? Okay. Thank you.

00:56:52:27 - 00:57:03:06

Um, and, Mr. McKenzie, I ask that you also, you know, do your best to liaise with the applicant over the matter and the applicant to do their best to liaise with you as well.

00:57:04:11 - 00:57:35:10

George McKenzie for the Auburn Wise entities. Yes, of course, sir. We will endeavour to engage positively and proactively with the applicant, but so I do need to come back on, on on just three points. What the first is my categorical instructions are that the wording of the requirement has not been provided to us. The idea of one has been floated, as Mr. Beattie said a week ago, but we have not seen we we have not seen the requirement.

00:57:35:12 - 00:58:11:18

And again, it reinforces and reinforces the point that I made at the outset that what's happened here is that the oral process has been allowed to overtake the written process, and I've got real concerns about that. And then second point in relation to the information provided, we are still at this point, still now unclear as to what plot to A/5 will be needed for that information still hasn't been provided at, let alone technical details of of the access Provisions.

00:58:11:22 - 00:58:43:07

So we're still waiting for that. And the third point in relation to the applicants confidence that they will be able to minimise impacts on our solar scheme. Um, please don't lose sight of the fact that the submissions that we are making are predicated on the imperative to meet the 2027 grid connection date. That will be impossible if 2A-5 is expropriated for a period of around two years.

00:58:44:27 - 00:58:59:26

Now, obviously, we'll make these points in writing, and no doubt there'll be further opportunities for them to be discussed and canvassed. But but I can assure you that we will take up our lines of communications with the applicant on this matter.

00:59:01:18 - 00:59:30:29

Okay. Thank you. Um, I mean, I know you think this compulsory acquisition hearing is premature, but it's not because this is responding to previous relevant reps. This, you know, it's helpful that you're here and then hopefully that will feed into any further compulsory acquisition hearing where hopefully a lot of the issues might have been, you know, reduced in scope. But, um, does the applicant want to find a word on that?

00:59:32:27 - 00:59:57:27

Mr.. Very much for the applicant. I genuinely don't mean this as a kind of gotcha moment. Um, it's intended to be helpful. Um, I'm looking at the email that was sent to organize. And just so, Mr. Mackenzie, you can identify it with your client. It was sent on Friday the 17th at 3:24 p.m., which includes the provision. And if you need any other dates on when we've sent relevant details, we're more than happy to provide those.

00:59:57:29 - 01:00:07:17

Okay. I think it's probably best we just leave you to kind of talk amongst yourselves and maybe follow that email up with another one. Um, okay.

01:00:08:08 - 01:00:21:05

I'm sorry. So just before we kind of move on, I know again that you indicated why this compulsory acquisition hearing had taken place. And I totally understand that. And just in relation to how you.

01:00:24:08 - 01:01:03:15

Would like to kind of deal with this. So I know that we had planned to come to the hearings on Thursday, the issue specific hearings, but if you would prefer to hear from us at a later date, if you're planning to hold further issue specific hearings and compulsory acquisition hearings, then so has all been. We would like to turn up to the hearings where we can assist you the most, as opposed to I get the impression that perhaps we you weren't expecting us today, albeit that clearly our our land was on the agenda and we did make contact with the case officer asking specifically whether we ought to.

01:01:03:26 - 01:01:22:04

Yeah, I think I think it's really helpful for you to be here because, you know, I understand the matters more now. It's good to understand that, you know, as early as possible. So but I think you make a good point that on Thursday we may not need. I think we've discussed this as much as we can this week.

01:01:22:18 - 01:01:23:03

Okay.

01:01:23:05 - 01:01:38:08

That's I think on Thursday, I think on Thursday we probably won't need to, you know, unless you've made substantial headway in reaching agreement on the matter, which I'm not sure that's going to be the case, but no.

01:01:38:19 - 01:02:07:05

Frankly, I yeah, I mean, we agenda item eight for Thursday, we would have just made the same points that we have made today. And frankly, it's very helpful to have an indication that that you were effectively taken on board the points that we make today. And it will obviously save time and money. And perhaps, you know, we can actually take that opportunity on Thursday to engage directly with the applicant and at a later date, we can come and assist you further if we if we need to.

01:02:08:08 - 01:02:11:06

Yes. I think that'll be helpful. Thank you.

01:02:11:11 - 01:02:14:07

Thank you sir. That's very, really helpful and indication. Thank you.

01:02:18:21 - 01:02:26:02

Okay I'm going to move on to agenda item five. I think we covered this morning. Unless you have any updates.

01:02:27:02 - 01:02:31:14

Mr. Latif, very much for the applicant. No, I think we covered it in the morning session.

01:02:32:03 - 01:02:39:15

There are no statutory undertakers who've joined that. I've seen. Unless I see any hands raised.

01:02:42:03 - 01:02:42:19

No.

01:02:45:02 - 01:03:01:09

Um, in that case, quickly on to agenda item six. Um, in terms of Crown land, uh, there's one plot 13.4. Um, is it section one three, five one or section one three, five two, which is relevant? First of all.

01:03:17:19 - 01:03:32:12

For the applicant. It's both in the sense that there is, um, opponent rights are proposed to be acquired over that plot. But because, uh, there's also the potential to use some temporary possession powers, then it engages the other provision.

01:03:32:24 - 01:03:39:21

Okay. Thank you. Um, any updates on negotiations or agreements being reached?

01:03:40:11 - 01:04:12:29

Roslyn Gledhill, on behalf of the applicant, um, discussions regarding the commercial heads of terms for the option and easement agreements are continuing with the agent on behalf of the Crown Estate regarding the Crown Land plot 13 for um heads of terms were issued to the agent in November 2024

and have been followed up with meetings and email correspondence. Since negotiations are ongoing with the agent, and the applicant is confident that agreement of the commercial heads of terms will be reached by the close of the examination.

01:04:13:27 - 01:04:20:24

Okay. Thank you. And if they're not? What's the implications? Does that plot have to be removed from the old order limits or.

01:04:21:02 - 01:04:37:09

Mr. Fuller teeth for the applicant? In circumstances where a Crown consent has not been provided on other projects, the Secretary of State either asked for the plot to be removed or inserts a provision into the order, which this applies the powers from applying to that particular plot.

01:04:37:11 - 01:04:40:26

Hmm. Okay, I'm guessing you need that plot, because that's

01:04:42:23 - 01:04:45:18

is the plot where the cable goes under the river.

01:04:46:08 - 01:04:49:10

Mr. Felicity. Very much for the applicant. Yes, we need that plot.

01:04:49:16 - 01:04:50:05

Okay.

01:04:53:29 - 01:05:12:13

Um, okay. I've got no more questions on Crown Land. Um. moving on then, to agenda item seven funding. Uh, I've just got a few questions, so it's possible to show the funding statement on the screen, please.

01:05:29:06 - 01:05:33:19

If you just go to paragraph 4.1.1.

01:05:41:00 - 01:06:11:03

Um, yeah. So section four deals with the corporate structure, and paragraph 4.1.1 cites the applicant as RW Renewable renewables UK Solar and Storage Limited. Paragraph 4.1.2 that refers to a RW renewables UK solar holding limited, but without any kind of explanation of why or what relevance this company has. Could you just clarify, please?

01:06:15:28 - 01:06:22:24

Mr.. Facility for the applicant. Um, can we come back on that point in writing? Um, it's not on the tip of our tongues.

01:06:22:26 - 01:06:23:11

Okay.

01:06:34:17 - 01:07:00:21

And then section five sets out development costs of around 350 million, based on around 1 million per megawatt. Just briefly, how is that figure derived? Because surely not all projects are the same. There must be variations between land costs. Um, you know how easy it is to access to sites. Um, is that a recognized standard figure per megawatt.

01:07:02:20 - 01:07:40:18

Hour mesh for the applicant? Um, I think in in summary, it's based on the experience that RWA has in developing, um, 350, sorry, 350MW of solar in the country already. And there's a pipeline of one gigawatt which comes further down the line. So it's based on real world experience. If you wanted more details on how that figure is derived. Beyond that, um, that's one we'll have to take away. But that fundamentally, RW is an experienced developer, has costs that it can, uh, use across its portfolio.

01:07:40:20 - 01:07:44:16

So it's like an average maybe of different schemes.

01:07:49:05 - 01:07:58:12

For the applicant. It is it is an average. But uh, if, if the concern is that there might be a range, I don't believe that there is a significant range. So yes, it's an average.

01:07:58:14 - 01:08:10:21

All right. Thank you. Um, and then the year 2024 is cited throughout. Does this figure need it. Does anything need updating given we're kind of approaching the end of 2025.

01:08:13:16 - 01:08:18:01

You say you know 350 million real in 2024.

01:08:19:26 - 01:08:51:15

Mr. Latif Ramesh, for the applicant, we wouldn't propose to update the figures in there on the basis that it's quite common for, uh, the figures to reflect the point of application and what the compulsory acquisition guidance that you referenced earlier refers to is making sure that there is as much information as possible and that there is a reasonable prospect. And, um, it might, um, just not be that significant a change to, to justify some minor tweaks.

01:08:52:00 - 01:08:58:14

The concept of using the real 2024 figures is is, I think, fairly reflective of the total costs.

01:09:00:27 - 01:09:23:02

Okay. And the detailed guidance. The guidance paragraph 17 states that as much information as possible should be provided about the resource implications of both acquiring the land and implementing the project for which the land is required. So you've not separated out compensation costs from the wider project costs.

01:09:24:23 - 01:09:30:13

To what extent is that compliant with the DLG CA guidance?

01:09:32:19 - 01:09:40:08

And also, are you able to provide a figure which is just for the compensation costs? Explain how that's been derived.

01:09:41:09 - 01:10:16:11

Mr. furnish, for the applicant we can provide a separate figure. Um, the one point I would make in this context, I think, is that the total figure is the total cost of the project, which is which, which is compliant with the guidance. And I think this document, as you'll appreciate, because the applicant has a fairly large portfolio of projects, is reflective of that. So we'll just go away. We can provide the figure for the compensation, but it might not be in the form of an updated funding statement unless you request that.

01:10:17:04 - 01:10:17:22

Okay.

01:10:20:24 - 01:10:29:20

Um, and then if you go to paragraph 6.1.1, it states that the proposed development would be funded by the applicant

01:10:31:16 - 01:10:46:29

and the wider RWA group's existing balance sheet. However, appendix H shows RWA group accounts is out of the group, the same as RWA ag.

01:10:48:01 - 01:10:51:16

Mr. Mustafa Lateef very much for the applicant. That's correct. It's the same.

01:10:52:04 - 01:11:00:02

Okay. And also if funded by the applicant as well by the no account information provided for the applicant.

01:11:02:15 - 01:11:07:24

So six by 1.1 says the proposed one will be funded by the applicant and the wider group.

01:11:10:02 - 01:11:23:15

Mustafa Lateef for the applicant the funding is passed down from the the the group through to the applicant. So if that merits a um, clarification, we're happy to do that.

01:11:24:04 - 01:11:26:16

Okay. Well I think I understand that.

01:11:28:20 - 01:11:40:27

And then the funding statement is appendix A sets out account information. Could you just explain the situation around that levels as cited in some of the appendix, some of the appendix including the first table.

01:11:43:18 - 01:11:53:23

Must ability furnish for the applicant. Um, that question is certainly stretching my knowledge, and it would be better to come back to you in writing so we can give you a fully considered answer.

01:11:58:27 - 01:12:01:13

Okay. Um,

01:12:03:13 - 01:12:07:04

okay. That was all I had on the funding statement.

01:12:10:00 - 01:12:13:25

Um, so anybody who wishes to comment on any matters around funding,

01:12:15:25 - 01:12:17:01

who's online?

01:12:19:15 - 01:12:23:07

Nope. Can't see your hands up. Oh, this is McKenzie.

01:12:23:11 - 01:12:30:08

Yeah. George McKenzie for the Auburn wise entity. So I've got nothing to add to save for what I said earlier, so. Yeah.

01:12:31:00 - 01:12:34:19

Okay. Thank you. I noted that, um,

01:12:36:09 - 01:12:43:09

okay, I'll move on to agenda item eight, which is review of issues arising. Um.

01:12:51:22 - 01:12:55:05

Are you rather be going through this? Are you happy for me just to issue.

01:12:57:18 - 01:12:58:21

This document.

01:12:59:15 - 01:13:00:27

Mr. Phillips Parrish.

01:13:00:29 - 01:13:01:24

Went through it.

01:13:03:12 - 01:13:14:22

Mr. Parrish for the applicant. I think we're happy with you issuing it. And if there's anything that, um, needs clarification, we can raise it as part of the submission.

01:13:14:24 - 01:13:15:11

Okay.

01:13:30:27 - 01:13:35:04

Just in terms of all the actions, um, for the next deadline.

01:13:35:06 - 01:13:36:03

Deadline for

01:13:37:18 - 01:14:04:13

Mr. Lateef with the applicant, I think we would. We were operating under that assumption. The sole distinction was the point that we discussed this morning around the, um, preferred set of protected provisions. Um, what we'll seek to do is, is make sure we can provide you as much information at the next deadline. But and this is what we need to go away and consider, is whether the DCO will actually be updated to include those updated provisions of the next item deadline or further on.

01:14:04:15 - 01:14:08:20

Okay. If you can't just maybe explain why you can't.

01:14:08:24 - 01:14:09:15

Understood. Thank you.

01:14:09:17 - 01:14:10:16

Sir. Thank you.

01:14:13:00 - 01:14:25:15

Uh, okay. Moving on to agenda item nine. Any other matters? Um, I've had no other matters notified to me under this agenda item. Um, are there any other items anyone wishes to raise after what they've heard here today?

01:14:31:14 - 01:14:34:14

I'm seeing no hands raised virtually.

01:14:37:15 - 01:15:08:19

In which case I'll move to close the hearing. Um, I'd just like to thank you all, including virtual participants, for contributing to this hearing. A digital recording of the proceedings will be made available as soon as practicable on the project web page. Um, just like to remind you the next stage of the process. And as per our recent hearing notification update, due to a planned power outage in the area tomorrow affecting the planned start date of issue specific hearing two on environmental matters.

01:15:08:21 - 01:15:32:21

This will now commence at 9:30 a.m. here on Thursday 23rd of October, and deadline for is on the Friday the 31st of October to include any written summaries of oral submissions made at hearings. The time is now 5:10. And this compulsory acquisition hearing for the Pear Tree Hill Solar Farm project is now closed. Thank you everyone.

