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NSIP Case Manager
The Planning Inspectorate

Sent by email only:

PeartreeHillSolarFarm@planninginspectorate.gov.uk

Dear Sirs

RWE Renewables UK Solar and Storage Limited ("RWE")

Proposed Peartree Hill Solar Farm Order (the "Proposed Development" and the proposed "Order")

Relevant Representation (Objection) on behalf of Albanwise Limited (Interested Party Reference PHSF-AFP001), Albanwise Synergy Limited (Interested Party Reference PHSF-AFP002), Albanwise Farming Limited, and Field House Renewables Limited¹, collectively ("Albanwise") in relation to RWE's change request application submitted to the Planning Inspectorate on 10 September 2025 ("Change Request 9 Application" [REP2-149] setting out "Proposed Provisions") and accepted by the Examining Authority, as confirmed by letter dated 19 September 2025

Mills & Reeve are retained by Albanwise and have been instructed to make this Relevant Representation **objecting to the Proposed Provisions and the Proposed Order** on behalf of Albanwise. The Change Request 9 Application (REP2-149) will detrimentally impact upon two consented solar projects- namely Field House Farm Solar Farm and Carr House Solar Farm, as well as Albanwise's wider farming operations, and its occupational tenants at Field House Farm, as explained in more detail below.

¹ Field House Renewables Limited is a wholly owned subsidiary of Albanwise Synergy Limited and the intended development vehicle that will deliver Field House Solar Farm. It has an Option to Lease the land on which Field House Solar Farm is being built and as such will become the tenant of Albanwise and developer, owner and operator of Field House Solar Farm.

Overview of Albanwise's business

Albanwise is part of the wider Albanwise Wallace Estates Group which invests in a diverse range of business sectors, including agriculture and renewable energy, conservation and insurance.

Albanwise Synergy Limited is a renewables development and asset management business; Albanwise Limited owns land assets, including farms in Norfolk and Yorkshire; while Albanwise Farming Limited conducts the cultivation and marketing of crops on farms in Norfolk and Yorkshire and delivers opportunities in the environmental stewardship.

Two solar development sites: a 40MW solar farm "**Field House Solar Farm**" and a 49.9MW solar farm at Carr Farm, Carr Lane, Tickton ("**Carr Farm Solar Farm**") are being developed on Albanwise owned land. Both of these sites are consented (and the Field House Solar Farm planning permission has been implemented) and are significantly adversely impacted by the Change Request 9 Application.

The Change Request 9 Application/Proposed Provisions is/are directly incompatible/in direct conflict with the Field House Solar Farm, which is being developed by Field House Renewables Limited, a wholly owned subsidiary of Albanwise Synergy Limited.

Carr Farm Solar Farm is being developed by BOOM Power on land owned by Albanwise. While the Change Request 9 Application/Proposed Provisions is/are not directly physically incompatible with Carr Farm Solar Farm, there would be resulting adverse impacts on/conflict between construction traffic as explained in more detail below.

Field House Solar Farm will generate enough renewable electricity to power circa 9,352 homes annually, while Carr Farm Solar Farm will generate enough renewable electricity to power circa 15,000 homes annually. This is a significant number of homes, being approximately 16% of all the homes in East Riding (ONS 2021 census)²).

Furthermore, there are other direct and significant adverse impacts on other Albanwise land and its agricultural business. Further details about the planning consents for the Field House Solar Farm and Carr Farm Solar Farm are set out below.

Field House Solar Farm

Albanwise Synergy Limited obtained planning permission for the Field House Solar Farm development (ref. 22/000824/STPLF) on 8 July 2022. The planning permission is for a 40MW solar farm, including construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and

² https://www.nomisweb.co.uk/sources/census_2021/report?compare=E06000011#section_7

CCTV poles with associated access and erection of temporary construction on land known as Field House Farm east, south west and west of Tickton Bridge Plantations, Main Road, Routh, East Riding of Yorkshire, which is within Land Registry Title Number HS130486 (Plots 2A-4, 2A-5 and 6-7) ("**Field House Solar Farm Planning Permission**", a copy of which comprises **Appendix 1a** to this Relevant Representation, together with the layout plan at **Appendix 1b**). Albanwise Synergy Limited commenced development pursuant to the Field House Solar Farm Planning Permission in June 2025, as confirmed by a Certificate of Lawfulness Ref. 25/02004/CLE, a copy of which comprises **Appendix 2** to this Relevant Representation.

Albanwise first started engaging with the local Distribution Network Operator, Northern Powergrid, to secure a connection to the electrical grid in 2020. As a result of this early engagement strategy, Field House Solar Farm has an agreed connection date of September 2027, provided that construction of the solar farm and associated distribution system reinforcement can continue in line with Northern Powergrid's specified timeline. Otherwise, the solar farm cannot be connected, and the renewable energy it will generate (enough renewable electricity to power circa 9,352 homes annually) cannot be utilised, until the end of May 2033. (Please see attached grid connection Technical Limits Offer at **Appendix 3** and further explanation in the Engagement section below). That is a significant delay which is not acceptable, is contrary to the Government's clean energy targets, and which weighs heavily against the applicant's proposals for the Albanwise land.

Albanwise are currently working on the critical path of tasks that are required to meet the September 2027 connection deadline. Any delays to the construction programme would jeopardise the connection of the project. Further information on this is provided below.

Carr Farm Solar Farm

Planning permission has also been secured for Carr Farm Solar Farm, which is located further to the south of the Order land for the Proposed Development, on land at Carr Farm, Carr Lane, Tickton, Beverley HU17 9SD (Appeal Decision Ref. APP/E2001/W/25/3360978). The planning permission (recently granted on appeal on 23 June 2025) includes construction of a 49.9MW solar farm comprising of ground mounted solar panels, underground cabling, a temporary construction compound, access tracks, and associated ancillary grid infrastructure and works.

Whilst Carr Farm Solar Farm is not directly impacted by the Proposed Provisions within the Change Request 9 Application /the Order (i.e. it is not within the Order Limits/Order land), the development will need to use the Existing Access Track referred to below for construction and is thus affected by the Proposed Provisions/the Order as explained below. As noted above, Carr Farm Solar Farm will generate enough renewable electricity to power circa 15,000 homes annually which is a significant number.

Albanwise's interests in the Order land

Albanwise's interests in the Order land are summarised in the table below.

The new plots that RWE seek to obtain temporary possession/compulsory acquisition powers over as part of the Change Request 9 Application and Proposed Provisions are detailed in red text. These form part of land owned by Albanwise Limited under Land Registry Title Numbers HS130486 and YEA11195. This land was previously used for farming but part of this land (approximately 25% of Title HS130486 & 100% of YEA11195) is currently being developed as the Field House Solar Farm (please see below for more information.)

Plot No.	Acquisition/ use in Proposed Order	Albanwise/Albanwise Synergy Limited interest	Date of first contact from RWE regarding voluntary agreement	Albanwise's position
10-8	New rights	Albanwise Limited presumed owner of part of subsoil of drain	4 September 2023	Subject to proposed voluntary agreement under negotiation (A)
10-10	New rights	Albanwise Limited freehold owner and occupier (Title YEA84380)	4 September 2023	Subject to proposed voluntary agreement under negotiation (A)
10-11	New rights	Albanwise Limited presumed owner of part of subsoil of track	4 September 2023	Subject to proposed voluntary agreement under negotiation (A)
7-25	New rights	Albanwise Synergy Limited freehold owner and occupier (Title YEA96711)	21 November 2024	Subject to proposed voluntary agreement under negotiation (A)
17-26	New rights	Albanwise Synergy Limited freehold owner and occupier (Title YEA96711)	21 November 2024	Subject to proposed voluntary agreement under negotiation (A)
6-7 (N-S limb)	New rights	Albanwise Limited freehold owner and occupier (Title HS130486)	21 November 2024	Albanwise open to entering into a voluntary agreement in principle, subject to design and terms (A)

Plot No.	Acquisition/ use in Proposed Order	Albanwise/Albanwise Synergy Limited interest	Date of first contact from RWE regarding voluntary agreement	Albanwise's position
2A-4	New rights	Albanwise Limited freehold owner and occupier (Title HS130486)	21 November 2024	Albanwise open to entering into a voluntary agreement in principle, subject to design and terms (B)
6-7 (including E-W limb)	New rights	Albanwise Limited freehold owner and occupier (Title HS130486)	14 July 2025	Albanwise open to entering into a voluntary agreement in principle, subject to design and terms (B)
2A-5	Temporary possession	Albanwise Limited freehold owner and occupier (Title HS130486)	29 August 2025	Wholly rejected by Albanwise (C)

Engagement between Albanwise and RWE

Albanwise do not object to the Order in principle and have been in active negotiations with RWE for several months with a view to entering into a voluntary agreement and granting RWE easements over the plots of Order land listed in black in the table above.

The table above identifies when RWE first contacted Albanwise regarding each of the plots of land that RWE wishes to acquire/acquire rights over from Albanwise. We wish to draw to the Examining Authority's attention to the disparity between the dates of first contact relating to the plots of land included in the Change Request 9 Application, and those relating to the plots of land which were previously included in the Order limits. Of particular note is the date of first contact from RWE regarding its proposal to seek temporary possession powers over Plot 2A-5, which is the plot of single most concern to Albanwise, and in respect of which first contact was made just five working days before the deadline for consultation on the Change, and eight working days before the Change Request 9 Application was submitted.

For the avoidance of doubt, Albanwise's position on each of the land plots in the table above- for convenience grouped as 'A' (Plots included in the Order as originally submitted which are the subject of ongoing negotiations for a proposed voluntary agreement); 'B' (Albanwise are in principle open to entering into a voluntary agreement in respect of these plots, subject to design and terms); and 'C'

(Albanwise wholly rejects RWE's proposal to use this plot)- is as follows:

- A- Plots included in the Order as originally submitted which are the subject of ongoing negotiations for a proposed voluntary agreement-** Albanwise have readily engaged in negotiations with RWE in relation to these plots and have been working towards agreeing heads of terms of a voluntary agreement. Based on the negotiations between the parties before the Examination commenced, Albanwise were confident that the impacts of the Order on these plots and their businesses could be addressed by such an agreement and, as such, did not consider it necessary to submit Relevant Representations or to participate in the Examination process prior to the Change Request 9 Application.
- B- Plots included in the Change Request 9 Application in respect of which Albanwise are in principle open to entering into a voluntary agreement, subject to design and terms-** Albanwise may be prepared to enter into a voluntary agreement in respect of these plots, subject to RWE providing sufficient design detail (see below) and agreement on necessary protections and commercial terms.
- C- Plot 2A-5, which Albanwise categorically cannot agree to the use of by RWE-** The land comprising Plot 2A-5 is critical to the construction of Field House Solar Farm and Albanwise cannot accept any interference with it. This point has been clearly and repeatedly made to RWE at every consultation point since the 29th of August 2025. No indication has ever been given by Albanwise to RWE that modifications to the design of Field House Solar Farm could be accommodated because the location of the infrastructure has been set out in the detailed planning permission (the Field House Solar Farm Planning Permission) and there can be no delay to the construction programme if the September 2027 connection deadline is to be met. The connection date of September 2027 is a hard date set by the DNO, Northern Powergrid, which Albanwise have to meet. Albanwise's Technical Limits Offer (**Appendix 3**) confirms that if the Field House Solar Farm development does not hit the progression milestones to make its September 2027 connection date, then the project's grid connection would be put back to May 2033. That would scupper the investment case for proceeding to deliver the scheme now (see below) – at a time when it is a national strategic priority to provide more renewable energy to the grid. Albanwise would not be given accommodations because of programme slippage caused by the Change Request 9 Application/Proposed Provisions. If the Proposed Provisions are accepted, Albanwise would struggle to meet its delivery programme and, in essence, be at the mercy of negotiations with the DNO to see when they could next be connected, potentially six years later. The only 'accommodation' that has been proposed by Albanwise is to allow RWE's construction vehicles to take access over an alternative scheme (see below).

Negotiations between RWE and Albanwise have been ongoing since September 2023 and have principally been conducted by Albanwise's agent, Cundalls, on Albanwise's behalf, and have related

to heads of terms for an agreement relating to the plots of land in group 'A' in the table above (in black text). Since Cundalls were first made aware of RWE's request to utilise plots 2A-4 and 6-7³, Cundalls have been attempting to gain necessary information from RWE to enable Albanwise to fully consider the impacts of the proposal on its land and businesses. However, this information has not been forthcoming.

It is the requests for information from RWE that were first made in the Mills & Reeve letter of 5 September (in response to RWE's consultation letters of 6, 14 and 29 August 2025) however, which Albanwise require as a matter of urgency, in order to enable Albanwise to fully understand the impacts of the Change Request 9 Application and to commence meaningful discussions with RWE with a view to coming to a mutually acceptable resolution. This information request was subsequently discussed at meetings held on 10 September and 16 October 2025 (both at Albanwise's request). A commentary on the detail which has been provided to date is given in the table below, but Albanwise's key concerns can be summarised as follows:

1. Failure by RWE to provide site specific details as to what works are actually required on the land included in the Change Request 9 Application;
2. Incomplete technical assessments, such as EIA chapters referred to below which only consider the Proposed Project's construction traffic impacts on the public highway/A1035 and do not consider impacts on traffic using or intending to use the existing access track;
3. Key technical documents have not been updated to represent the latest design changes e.g. the flood risk and drainage works highlighted in point 11 below.

Item	Information Requested	Information Provided
1	Land and Works plans showing the proposed changes, accompanied by CAD/GIS data so that they can be technically assessed;	No site-specific designs/plans showing locations of key features have been received. Only the revised Order land boundary has been provided as a GIS shapefile. Detailed designs of the Field House Solar Farm have been shared with RWE to assist them, however, no detailed design information for Change 9 has been received in response.

³ Cundalls/Albanwise were only made aware of the intent to include these plots within the Order 30 July 2025.

Item	Information Requested	Information Provided
2	<p>An indicative project programme indicating when the various sub-phases of the construction phases of the Proposed Development would take place so that Albanwise can consider if and how they would overlap with the plans for the two consented solar farms on Albanwise's land referred to above and below;</p>	<p>No information has been provided apart from confirmation that the DCO decision is expected in 2026.</p> <p>Details of the proposed Field House Solar Farm and Carr Farm Solar Farm connection dates have been supplied to RWE.</p> <p>In a meeting held on 16 October 2025, Albanwise asked RWE if, given the purported two year construction period for the Peartree Hill Solar Farm there would be scope for RWE to agree to not utilise the access included in Change Request 9 during the main periods of construction activity of Field House Solar Farm. No commitment to accommodated this has been provided by RWE.</p>
3	<p>A breakdown of the estimated number of vehicle movements into the construction subphases. This breakdown should include a division by vehicle type into at least light, medium, heavy and abnormal;</p>	<p>Vehicle movement numbers have been provided as follows:</p> <p>70 vehicles per day for 2-3 months during construction – RWE have advised that the access will only need to be used for 2-3 months within an overall build programme of 2 years.</p> <p>1-2 LGVs per week for maintenance.</p> <p>No indication has been given as to when within the 2-year construction period for the Peartree Hill Solar Farm, the Field House Solar Farm vehicle entrance from the A1035 will be utilised by RWE, only that it could be from early 2027</p>

Item	Information Requested	Information Provided
4	Details of proposed access track widths and the physical extent (i.e. width, if different) of the land over which rights are proposed to be sought for them (we note the 29 August Letter states that “the construction access track would have a maximum width of 4.5m”), bend radii, junction sight lines, composition, any supporting ground works, together with the proposed locations of passing bays and details of inter bay visibility;	<p>Links to generic access track designs have been provided.</p> <p>Links to site-specific swept path analysis and traffic measures have been provided, however, these relate purely to the exit off/entrance onto the A1035, and there has been no analysis provided in relation to the proposed use of the existing access track itself, its dimensions, bend radii etc.</p>
5	Details of proposals for monitoring and maintenance of the running surface and associated features;	<p>Links have been provided to general matters provided for in the outline CEMP, OEMP, CTMP and LEMP.</p> <p>Only matters relating to the entrance to and exit from the A1035 are addressed within the documents of Change Request 9 Application. No information has been provided regarding the existing access track.</p>
6	Confirmation/ justification as to why land parcels 2A-4 and 6-7 are required for continued operational access;	<p>Presented to Albanwise as being the act of a responsible developer to explore but without there being a distinct impact which is forcing the change being proposed.</p> <p>The impact assessments of the ES do not indicate a significant impact arising from the original boundary that required addressing.</p>

Item	Information Requested	Information Provided
7	Details of traffic management proposals (delivery hours, call in systems, security posts, wheel washes);	<p>A link was provided to the outline CTMP but there is specific mention of the overlap with the Field House Solar Farm and/or Carr Farm Solar Farm construction traffic, or the farming traffic using that track.</p> <p>No information has been received on where traffic management measures such as those proposed in the oCTMP might be located at the junction between the Existing Access Track and the A1035.</p>
8	Details of any proposed vegetation removal;	Link to TPOs and Hedgerow Plans provided
9	Proposals for the protection and management of soils;	Link to Outline Soil Management Plan provided.
10	Details of drain crossings including expected reinforcements;	<p>Confirmation received from RWE that no specific details exist. Albanwise would expect RWE to be able to identify the field boundary drains that RWE are proposing to cross, accompanied by a suitable engineering assessment of the suitability of any existing crossing for the vehicles proposed.</p> <p>Should the potential need exist for replacement or reinforcement works then this should be accounted for in the land plans within the proposal.</p> <p>It is believed that the Parcel 6-7 will require one new drain crossing and utilise one existing crossing and Parcel 2A-4 will use one existing crossing.</p>
11	Details of how water runoff and drainage will be managed during track construction and the operations phase;	A link was provided to the revised Flood Risk Assessment (ES Vol 4 Appendix 5.6 Rev 3), which although updated in August 2025, does not include the changes made to the proposal included in Change Request 9.

Alternative access solution proposed by Albanwise

When Albanwise met with RWE in their meeting of 10 September 2025, Albanwise proposed a compromise solution to RWE which would have addressed all three of Albanwise's concerns (impact on Field House Solar Farm; impact on the residents of Field House Farm; and impact on Albanwise's farming activities).

An alternative route through Albanwise's land was proposed which would utilise the same entrance/exit from/to the A1035 but would route traffic immediately east, along an access track already consented as part of the Field House Solar Farm development and outside the fenced area (see the plan at **Appendix 4**). The track then meets the route of the Dogger Bank A and B export cables, for which a corridor of approximately 36 metres wide has been allowed within the design of the Field House Solar Farm. There is believed to be sufficient space within and between the two easements to allow for a construction access track to be used by RWE without it having to run over the cables themselves.

It was proposed that RWE could follow this cable route for approximately 1.1km before turning off where the Dogger Bank cable corridor and the proposed route for RWE would diverge. There would then be a 74 metre stretch crossing undisturbed farmland before RWE could join an existing track which would bring them back to the southern point of parcel 6-7. In total this route is 700 metres longer than the route proposed within the Change Request 9 Application but benefits from:

1. Not requiring overlap with the generating infrastructure of Field House Solar Farm;
2. It takes the RWE construction traffic away from the residences at Field House farm;
3. It mostly follows a different route than that used by Albanwise Farming Limited for its agricultural activities (480m of overlap as opposed to 1.16km).

At the meeting on the 10 September RWE were directed to approach representatives of the cable easement holders⁴. At the meeting of the 16 October RWE stated that this route had been looked into but no response from the easement holder had been received. It was also stated that this route would not be preferable because:

- There would be no time to amend the DCO boundary to accommodate it;
- There is virgin habitat that would be disturbed;
- A valuable hedgerow would need to be crossed;
- A water crossing would need to be installed.

Albanwise is carrying out its own investigations into this route following this discussion based on the following counter assertions:

⁴ Doggerbank Offshore Wind Farm Project 1 Projco Limited and Doggerbank Offshore Wind Farm Project 2 Projco Limited

- The route need not be included in the Order and could be separately consented under Town and Country Planning Act consent, which would be in addition to the Order;
- 60% of this route is ground which was recently disturbed by the laying of the Dogger Bank Cables and 33% of the route lies on existing track or new track required for Field House Solar Farm;
- Albanwise cannot identify any such hedgerow that would be impacted;
- New drain crossings are being proposed on access routes elsewhere by RWE, and Albanwise see no reason in principle why one could not be utilised here.

Albanwise's grounds of objection to the Proposed Provisions and the Order

As explained below, the Proposed Provisions will have direct and significant adverse impacts on Albanwise's land, its Field House Solar Farm development in particular, and its agricultural business.

- **Incompatibility/direct conflict with Field House Solar Farm**

As explained above, Albanwise Synergy Limited has the benefit of planning permission for the Field House Solar Farm which grants consent for a solar farm on land which includes proposed additional Order land Plots 2A-4 and 2A-5. Albanwise have commenced development of the solar farm and will need to continue in earnest to meet a grid connection date in September 2027.

The overlap of the proposed Order boundary with the consented Field House Solar Farm is illustrated in **Appendix 4**.

Plot 2A-5 covers approximately 2% of the operational area of Field House Solar Farm and, represents approximately 500kW of the project because of the number of solar panels that it includes. However, of principal concern is that Plot 2A-5 includes the central gathering point of the solar and battery scheme where all the circuits are brought together to form the connection to the grid (i.e. the Field House Solar Farm substation). The substation has to be located here because the Field House Solar Farm grid connection is being made onto the existing lattice tower (pylon) within that plot (PCD34). Northern Powergrid will be modifying this tower to allow new conductors to be brought to the ground from each of the arms specifically on the eastern side of the tower. Once on the ground there is a sequence of equipment to provide system protection, control and metering; on both the Northern Powergrid side of the connection boundary and on the solar farm side. Due to the nature of the equipment, and from a safety perspective, it is beneficial to contain all the equipment, which is operating at the higher 132kV voltage level, within as small a substation compound as possible. To that end, the Field House Solar Farm substation is specifically located next to the tower, as it is shown on consented layout (**Appendix 1b**), and all the necessary potential adverse impacts that can arise from the substation (visual impact, noise impact, drainage etc) were assessed on the basis of it being in this location. Detailed planning permission has been obtained (and implemented) for Field House Solar Farm (the Field House Solar Farm Planning Permission) with the substation in this location.

A significant amount of work would need to be carried out to change the design and planning for Field House Solar Farm via a section 73 application under the Town and Country Planning Act 1990 to move the Field House Solar Farm project out of the way of RWE's tracks. Introducing significant planning and design changes with uncertain outcomes and timelines would create new and very difficult risks to the Field House Solar Farm project programme. Those delays, redesign and planning issues are very significant for the investment case of this project and that is before one considers the impact of overlapping traffic during construction. Furthermore, Albanwise have no indication - let alone assurances- from the DNO - that they will allow the connection that has been consented to be modified.

On the 17th of October 2025 RWE provided Albanwise with a draft cooperation provision proposed to be included in the Order as a new Requirement 16 'Interaction with Field House and Carr Farm Solar Farms'. The draft Requirement requires RWE to use reasonable endeavours to minimise any conflict arising between the carrying out and maintenance of the Proposed Development and the carrying out and maintenance of the Field House Solar Farm and Carr Farm Solar Farm developments; to co-operate with Albanwise so as to co-ordinate construction programming to minimise disruption to the construction and maintenance of Field House Solar Farm and Carr Farm Solar Farm; to provide a point of contact for continuing liaison; and to exercise compulsory acquisition and temporary possession powers in a manner that minimises disruption to Field House Solar Farm and Carr Farm Solar Farm.

Unfortunately, this proposed Requirement does not include binding commitments to Albanwise so as to provide Albanwise with the certainty it needs that Carr Farm Solar Farm, and Field House Solar Farm in particular, will be able to proceed unhindered and be completed in time to meet their connection deadlines. It falls very far from the mark of what is required to base an investment decision on the Field House Solar Farm project on.

In order for Field House Solar Farm to remain on programme and meet its September 2027 connection deadline, RWE would need to enter into a legally binding agreement with Albanwise which secures an access arrangement for the Proposed Development which is mutually acceptable to both parties and includes an undertaking by RWE not to exercise any temporary possession or compulsory possession powers in respect of Plots 2A-4, 2A-5 or 6-7 should such powers be granted in the Order. Albanwise's position remains that due to its significant adverse impact on the Field House Solar Farm development the Proposed Provisions should not be included in the Order as made.

The table below illustrates how the Field House Solar Farm development could proceed alongside the Proposed Development in three illustrative scenarios:

Scenario A	Delivery timeline for Field House Solar Farm without the Proposed Provisions.
Scenario B	Delivery timeline for Field House Solar Farm with Change Request 9 Application accepted as is currently proposed and without any binding agreement between RWE and Albanwise.

Scenario C Delivery timeline for Field House Solar Farm with Change Request 9 Application accepted but with a binding agreement between RWE and Albanwise, with suitable commercial terms, allowing RWE to progress with an access design acceptable to both parties (which may utilise plots 2A-4 or follow the Albanwise proposed alternative route mentioned above).

In the event that Change Request 9 Application were refused and no agreement had been reached between RWE and Albanwise, taking access off the A1035 and through Albanwise land may remain open to RWE, however, a voluntary agreement on access would need to be concluded and consent for such works would need to be obtained via a consent under the Town and Country Planning Act 1990.

	Scenario A	Scenario B	Scenario C
2025 Q2-4	<ul style="list-style-type: none"> • Conditions being discharged • Preliminary site works started on site • Project investment DD • Initiating preliminary system designs • Archaeological trenching • Bidding for offtake contracts 	<ul style="list-style-type: none"> • As Scenario A 	<ul style="list-style-type: none"> • As Scenario A
2026 Q1	<ul style="list-style-type: none"> • Complete investment • Complete preliminary systems designs • Place orders and deposits for long lead items 	<ul style="list-style-type: none"> • End of examination period used as deadline for securing agreement with RWE. • If land parcel 2A-5 remains, without security of how it will be used then the project would be indefinitely postponed due to it being unfundable. • Negotiations would be had with NPG as to whether the connection date could be put back. Given the Technical Limits offer held it is most likely that it would be May 2033. 	<ul style="list-style-type: none"> • A voluntary agreement on commercial terms and design would need to be completed by January. • Prepare and submit NMA or S73 variations to the Field House consent. • Archaeological trenching • Complete investment • Complete preliminary systems designs

	Scenario A	Scenario B	Scenario C
		<ul style="list-style-type: none"> • All work on the project halts • Compensation proceedings against RWE commence. 	
2026 Q2	<ul style="list-style-type: none"> • Onsite geotechnical tests 		<ul style="list-style-type: none"> • Await determination of NMAs/S73 • Place orders and deposits for long lead items • Onsite geotechnical tests
2026 Q3	<ul style="list-style-type: none"> • Finalising designs • Tendering for major contracts • Initiating long lead necessary tower works • Conduct preparatory ground works 		<ul style="list-style-type: none"> • As Scenario A
2026 Q4	<ul style="list-style-type: none"> • Final Investment Decision • Entry onto site and site mobilisation works 		<ul style="list-style-type: none"> • As Scenario A
2027 Q1	<ul style="list-style-type: none"> • Stage 1/ ground works 		<ul style="list-style-type: none"> • As Scenario A
2027 Q2	<ul style="list-style-type: none"> • Main site construction 		<ul style="list-style-type: none"> • RWE's earliest mobilisation with 2 years in occupation of AL land.
2027 Q3	<ul style="list-style-type: none"> • Main site construction 		
2027 Q4	<ul style="list-style-type: none"> • Connection and Energisation • Completion of commissioning • Commercial Operation Date 		
2028	<ul style="list-style-type: none"> • Demobilise from site 		

- **Incompatibility/direct conflict with existing users of existing access track**

The proposed new construction and maintenance access for the Proposed Development (Plots 2A-4 and 6-7) is an existing access track (“**Existing Access Track**”) which is the main access to approximately 360 hectares of Albanwise’s farmland south of the A1035. Not only is this a critical access for Albanwise’s own agricultural operations (used by combine harvesters, tractors and trailers, tankers etc for the purposes of our agricultural businesses, with many activities being time-sensitive) but the access is also heavily used by those third parties who hold contracts to farm parts of this land.

As well as it being the access for Albanwise’s residential tenants at Field House Farm House and Cottage, it also provides access for other residents/ businesses operators/employees that live and work in the area to the south of the A1035 who require access multiple times daily, plus delivery and emergency service vehicles.

RWE’s proposal to increase the traffic along this existing narrow access route, particularly with HGV construction traffic, would (in practical terms) be at best very difficult and at worst near impossible during harvesting time since combine harvesters take up the full width of the Existing Access Track. It would also have serious safety implications and likely cause significant congestion adversely affecting Albanwise’s farming operations and Albanwise’s tenants’ farming operations, particularly during times of peak farming activity (February to April and July to October).

This does not appear to have been fully considered or assessed by RWE and as such the EIA of the Change Request 9 Application is flawed and unreasonable. The Updated ES (Environmental Statement Volume 4, Appendix 14.1: Transport Assessment (Tracked) (Revision 3) (REP 2-134) acknowledges that no baseline assessment has been undertaken. Rather assumptions have been made based on the characteristics of the Existing Access Track:

“4.7.4 No baseline data has been collected for the private farm track off the A1035. For the purposes of this assessment, it is assumed that there are 0 daily vehicles on the basis that it is likely to generate only a small number of daily vehicles associated with the small number of residential dwellings and a farm.”

“14.12.3 The addition of the farm access off the A1035 as an access occurred during the examination phase of the DCO application process. The absence of baseline data has been overcome by assessing the characteristics of the track to make assumptions on the level of traffic expected. Given that it is a private track and that the surface quality of the track to the south of the farm and the residential dwellings is unsurfaced and muddy, it is assumed to only provide access to the agricultural land. The track is surfaced between the A1035 and the farm and residential dwellings, so it is assumed that the only purpose of the track is to provide access to the small number of dwellings and the farm, which is likely to be a very low number of daily vehicles compared to other roads in the study area. On this basis, a traffic survey on the private track was not considered to be necessary.”

The Change Request 9 Application has therefore been promoted on the basis of no baseline data having been collected for the private track, despite the applicant being well aware that this track serves:

- (1) Two solar farm schemes which are in the process of implementation;
- (2) The properties at Field House Farm; and
- (3) Albanwise's 360 ha. agricultural holding to the south;

Despite this, the untenable assumption is made that the farm track is not currently subject to **any** use whatsoever. Cumulative use and therefore cumulative effects have been entirely ignored.

This is the basis on which the ES concludes that there would be no significant environmental effects. This is a major failing in terms of EIA. Until that assumption is revisited, rectified and re-consulted on (such that cumulative effects with the farming operations, FHF tenants' use and two solar schemes are considered) the ES does not provide a lawful basis to proceed with the changes. It is unreasonable and fails to provide the requisite environmental information to the Examining Authority.

The fact that RWE has decided to make a change part way through the Examination should not affect the robustness of the assessment being undertaken.

Albanwise are so concerned that the Change Request 9 Application and Proposed Provisions would cause significant disruption/congestion and safety concerns for existing users, including business and residential users, that they have felt it necessary to appoint a transport consultant to undertake their own assessment to inform Albanwise's further Written Representations and to appear on behalf of Albanwise at forthcoming hearings.

The Existing Access Track is also the construction access route for Carr Farm Solar Farm which, as noted above, recently received consent following an appeal (Planning Appeal Reference APP/E2001/W/25/3360978). It is feasible that the construction programmes for Carr Farm Solar Farm and the Proposed Development will overlap (and so too the cumulative impact of construction traffic associated with both developments), in addition to existing users of the Existing Access Track. This is not mentioned in RWE's assessment and does not appear to have been properly considered or assessed by RWE. While paragraph 9.3.4 of RWE's Change Request 9 Application states that *"The cumulative effects of Change 9 alongside the committed developments of Carr Farm Solar Farm (22/03648/STPLF) and Field House Solar Farm (22/00824/STPLF) are anticipated to be not significant"* it is not clear to what extent the potential conflict in use of the Existing Access Track has been considered in Revision 3 of Chapter 15: Cumulative Effects of Volume 2 of the Environmental Statement [REP2-084] (page 70).

Participation in the Examination and timetable

Given that the Proposed Provisions directly affect Albanwise's land interests, developments and businesses it has become necessary for Albanwise to fully participate in the remainder of the Examination process so that Albanwise's significant concerns regarding the impacts of the same on Albanwise's land/ developments/ businesses can be fully considered by the Examining Authority.

CAH1 and ISH2 took place during the week commencing 20 October 2025. Notably these predated submission of these Relevant Representations. Notwithstanding this, correspondence with the case officer indicated that Albanwise was welcome to attend these hearings, with Albanwise being pointed to the prescribed procedures of The Infrastructure Planning (Compulsory Acquisition) Regulations 2010. Albanwise attended the CAH1 hearing with a view to ensuring that further hearings are held later in the Examination in accordance with regulations 14, 15 and 16. Please refer to the written summary attached at **Appendix 5** which has been submitted at the same time as these Relevant Representations.

Albanwise Farming Limited's and Field House Renewables Limited's request to become and interested party

Albanwise Limited and Albanwise Synergy Limited are affected parties by virtue of their interest in the Order land and as such have been allocated affected party reference numbers included above.

Field House Solar Farm which is significantly adversely impacted by the Proposed Provisions is being developed by Field House Renewables Limited, a wholly owned subsidiary of Albanwise Synergy Limited.

Albanwise Farming Limited do not have interests in the Order land. However, as explained above, RWE's proposals to use the Existing Access Track for construction traffic will significantly adversely affect Albanwise Farming Limited's agricultural operations.

For example, the amended Order boundary that has been proposed is too wide and unnecessarily takes up too much land. The basis of Albanwise's request to see details of site-specific tracks, swept paths, passing bays, drain crossing works areas etc is to come to a reasonable agreement on the land that that is required. **Appendix 4** indicates specific areas where there is much a greater amount of land included within the proposed DCO boundary then other documents/ details suggest is required. For instance, the tracks in land parcel 6-7 are expected to be 4m wide, however the DCO boundary corridor is 20m wide at this point. This results in potentially approximately 11,000m² (2.7 acres) of farmland being occupied within this field alone that need not be.

As such, Albanwise Farming Limited and Field House Renewables Limited also object to the Proposed Provisions and the Order and wish to become an interested parties so as to be able to participate further in the Examination process.

Request for consent to the inclusion of compulsory acquisition/temporary powers over parcels 2A-4, 2A-5 and 6-7.

For the reasons set out above, Albanwise confirmed in their response to RWE's consultation on the Proposed Provisions that **Albanwise Limited and Albanwise Synergy Limited do not consent** to the inclusion of powers of compulsory acquisition and temporary possession of over parcels 2A-4 and 6-7, and 2A-5 respectively in the Order and consider – for the reasons set out herein and elaborated in further detail in Albanwise's written summary of oral representations made at CAH-1 (see **Appendix 5**), that the Examining Authority should recommend that those provisions are **not** confirmed in the DCO.

Conclusion

Albanwise will continue to engage constructively with RWE in an effort to find an alternative access solution during the remainder of the Examination and welcome the receipt from RWE of an initial draft interface agreement which will be considered as part of the negotiations, and detailed design information is still awaited. However, given that the Proposed Provisions would make the consented Field House Solar Farm development unfundable and undeliverable, thwart adherence to its grid connection date in 2027 and significantly impact on Albanwise Farming Limited's agricultural operations, Albanwise must strongly **object** to the Proposed Provisions and thus the Proposed Order until there has been satisfactory resolution of its concerns by way of an agreed design and a competed agreement.

Albanwise reserves its right to make further representations should that be necessary and formally requests in these Representations to appear at issue specific and compulsory acquisition hearings on the Proposed Provisions during the course of the remainder of the Examination.

Should the Examining Authority require any additional information in relation to this representation, please contact [REDACTED] of Mills & Reeve at [REDACTED] or [REDACTED].

Yours sincerely

[REDACTED]

Principal Associate
for Mills & Reeve LLP

ENQ5444342 Creyke Beck Weel Power IDNO INB

Albanwise Synergy Ltd
Building 4
Imperial Place
Elstree Way
Hert
WD6 1JN

Northern Powergrid
Transmission Interface team

DSOtransmissioninterface@northernpowergrid.com
www.northernpowergrid.com/get-connected

18 October 2024

Your Ref: CUS5117669
Our Ref: ENQ5444342
GSP Name: Creyke Beck

Dear Mr Stephen Ramm,

Delegated technical limits indicative offer: Weel Power IDNO – 40MW PV and BESS

Following the receipt of your expression of interest, you have confirmed you would like an earlier connection date for the above project - specifically relating to the delegated technical limits initiative - which is an initiative that makes it possible for us to offer you an earlier connection date on an interim basis, subject to certain requirements being met.

The benefit of this initiative will enable you to access some transmission system capacity that is available now. However, please note the initiative is not a long-term solution and is an interim arrangement until the full works on the transmission system have been installed and energised. As such, to qualify for this new offer, you will need to commit to your share of the transmission system reinforcement which is as follows:

Capital Contribution - A one off charge of **£3,842,241.90**
which is a share of the Total estimated capital contribution of **£32,092,325.44**

The Capital Contribution is an estimate excluding VAT. You will be liable to pay your share of NGET's actual costs, which will be due in 2033.

For you to make an informed decision as to whether this initiative is right for you, we would like to share with you some information now for your consideration:

- the estimated earlier connection date (Annex 1),
- any new technical conditions (transmission related) (Annex 2),
- the estimate of curtailment (Annex 3), and
- any additional costs to support an earlier connection date (Annex 4).

All offers for an earlier connection date are dependent upon projects progressing in line with updated milestones. If milestones are not met the interim offer will be withdrawn to enable available capacity to be used by other projects.

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is the trading name of Northern Powergrid (Northeast) plc (Registered No: 2906593) and Northern Powergrid (Yorkshire) plc (Registered No: 4112320) Registered Office: Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF. Registered in England and Wales. If you would like an audio copy of this letter or a copy in large type, Braille or another language, please call 0800 169 7602
www.northernpowergrid.com

We have made an estimate of the likely amount of curtailment in Annex 3. It is important that you review this information and carry out your own calculations to ensure you are satisfied that your project is compatible with the levels of curtailment estimated. Curtailment is not financially compensated. The risk of curtailment due to limitations on the transmission system will be removed when the transmission system reinforcement is completed.

Next steps

If the information we have provided you with confirms you would like to progress and receive a Supplemental Agreement offer, please return the attached completed acceptance form (Annex 5) to me at dsotransmissioninterface@northernpowergrid.com **within 30 days of receipt**.

The form must be signed by a person with the requisite authority to bind and commit you to the direction proposed, e.g., a Director of your company. If you are acting as an agent, you must also provide us with a letter of authority from your principal confirming that you are authorised to act on its behalf in respect of this indicative offer.

If you would like to discuss, please contact the team on the above email address.

Yours sincerely,

The Transmission Interface Team

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Estimated earlier connection date

Currently you are expecting to connect in **31/05/2033**

The indicative date for an interim connection is **September 2027**

This date is subject to your acceptance within the timescale set out in this letter and the acceptance of a subsequent Supplemental Agreement offer.

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New technical conditions

Visibility and Control

Visibility and Control is required by Northern Powergrid to manage the curtailment and for the transmission parties to accept this form of 'interim non-firm' connection. These costs are additional to enable the quicker access to the system ahead of transmission system reinforcement.

We have estimated the cost of providing, installing and commissioning the essential Visibility and Control solution to be £308,000. This figure is indicative and is for information to aid your decision making.

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Estimated curtailment information

The table below gives an estimate of curtailment that you are likely to experience under a variety of scenarios.

It is important that you review this information and carry out your own calculations to ensure you are satisfied that your project is compatible with the levels of curtailment estimated. Curtailment is not financially compensated.

The risk of curtailment due to limitations on the transmission system will be removed when the transmission system reinforcement is completed.

Further information is provided in the enclosed Microsoft Excel file.

[illegible]

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Additional costs to support an earlier connection date.

Works required	Estimate
Install a visibility and control arrangement	£308,000
Sub-total	£308,000
VAT at 20%	£61,600
Estimated total	£369,600

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Delegated Technical Limits indicative offer acceptance.

I hereby confirm that I am the Customer or I am duly authorised to sign this Acceptance Form on behalf of the Customer.

With the information provided to me, dated 18/10/2024, by Northern Powergrid, I would like to progress my request to receive a Supplemental Agreement offer from Northern Powergrid.

I understand all the information given to me is indicative and will be formalised upon receipt of the Supplemental Agreement offer.

Electricity connection: **Weel Power IDNO - PV and BESS** (the "Premises")

Enquiry Number **ENQ5444342**

Customer Number **CUS5117669**

Signed

Name (in capitals)

Designation

Date

Please send this completed Annex 5 to dsotransmissioninterface@northernpowergrid.com

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www.northernpowergrid.com

County Hall, Beverley, East Riding Of Yorkshire, HU17 9BA Telephone 01482 393939

www.eastriding.gov.uk

Stephen Hunt Director of Planning and Development Management

Neo Environment Ltd
FAO: Huw Townsley
Cinnamon House
Crab Lane
Warrington
WA2 0XP

Your Ref:

Contact:

Email:

Tel:

Date: 8 July 2022

Application No: **22/00824/STPLF**

Case Officer: [REDACTED]

NOTICE OF DECISION

TOWN AND COUNTRY PLANNING ACT 1990

Proposal:	Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and erection of temporary construction compound
Location:	Land East South West And West Of Tickton Bridge Plantations, Main Road, Routh, East Riding Of Yorkshire, HU17 9SL,
Applicant:	Albanwise Synergy Ltd
Application type:	Strategic - Full Planning Permission

The above application has been considered by the Council in pursuance of their powers under the above mentioned Act and has been **APPROVED**, in accordance with the terms and details as submitted

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

This condition is imposed in order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004 and in order to ensure that the Local Planning Authority retains the right to review unimplemented permissions.

2. This permission is for a period not exceeding 40 years from the date that electricity from the development is first exported to the electricity distribution network ("First Export Date"). Written confirmation of the First Export Date will be provided to the Local Planning Authority within one month of the First Export Date. Within three months of the cessation of electricity generation at the site, a scheme for the removal from the site of the panels, including, unless otherwise agreed by the Local Planning Authority, the framework, panels and underground

Page 1 of 11

Alan Menzies

Executive Director of Planning and Economic Regeneration

cabling and ancillary equipment with the exception of the substation and associated access, which for the avoidance of doubt will remain permanently, and the restoration of the land to its previous condition, shall be submitted to the Local Planning Authority. Once agreed in writing by the Local Planning Authority restoration shall be completed in accordance with the approved scheme within 12 months of the restoration scheme being approved by the Local Planning Authority, or such other period as the Authority may agree.

This condition is imposed in accordance with policies ENV1, ENV2, ENV4 and ENV5 of the East Riding Local Plan Strategy Document to protect the visual amenities of the area and to ensure that the land is restored to its former condition.

3. The development hereby permitted shall be carried out in accordance with the following approved plans:

FIGURE 01	Site and Land Ownership Boundary Plan	08.03.2022
FIGURE 02	Location Plan	08.03.2022
FIGURE 03	Field Number Plan	08.03.2022
FIGURE 04	Proposed Site Plan	08.03.2022
FIGURE 05 Rev C	Proposed Site Plan (Key Sheet)	28.06.2022
FIGURE 05.01 Rev C	Proposed Site Plan (Partial Sheet 02)	28.06.2022
FIGURE 05.02 Rev C	Proposed Site Plan (Partial Sheet 03)	28.06.2022
FIGURE 05.03 Rev B	Proposed Site Plan (Partial Sheet 04)	28.06.2022
FIGURE 05.04 Rev B	Proposed Site Plan (Partial Sheet 05)	28.06.2022
FIGURE 05.05 Rev B	Proposed Site Plan (Partial Sheet 06)	28.06.2022
FIGURE 05.06 Rev B	Proposed Site Plan (Partial Sheet 07)	28.06.2022
FIGURE 05.07 Rev C	Proposed Site Plan (Partial Sheet 08)	28.06.2022
FIGURE 05.08 Rev B	Proposed Site Plan (Partial Sheet 09)	28.06.2022
FIGURE 05.09 Rev B	Proposed Site Plan (Partial Sheet 10)	28.06.2022
FIGURE 05.10 Rev B	Proposed Site Plan (Partial Sheet 11)	28.06.2022
FIGURE 05.11 Rev B	Proposed Site Plan (Partial Sheet 12)	28.06.2022
FIGURE 05.12 Rev B	Proposed Site Plan (Partial Sheet 13)	28.06.2022
FIGURE 05.13 Rev B	Proposed Site Plan (Partial Sheet 14)	28.06.2022
FIGURE 05.14 Rev B	Proposed Site Plan (Partial Sheet 15)	28.06.2022
FIGURE 05.15 Rev B	Proposed Site Plan (Partial Sheet 16)	28.06.2022
FIGURE 05.16 Rev B	Proposed Site Plan (Partial Sheet 17)	28.06.2022
FIGURE 05.17 Rev B	Proposed Site Plan (Partial Sheet 18)	28.06.2022
FIGURE 06	Proposed Access Track Section	08.03.2022
FIGURE 09	Proposed Perimeter Fence Section	08.03.2022
FIGURE 12.01	Proposed Transformer Elevation and Layout Plan	08.03.2022
FIGURE 12.02	Proposed Battery Storage and HVAC Elevations, Plan View	08.03.2022
FIGURE 07 Rev-B	Proposed Temporary Construction Compound Layout Plan	01.04.2022
FIGURE 08.01 Rev-B	Proposed Solar Panels Elevation Plan	01.04.2022
FIGURE 08.02 Rev-B	Proposed Solar Panels Elevation Plan	01.04.2022
FIGURE 10 Rev-A	Proposed CCTV Pole Elevation Plan	01.04.2022
FIGURE 11	Proposed Sub-Station Elevations and Layout Plan	01.04.2022
FIGURE 12.01 Rev-B	Proposed Transformer Elevation and Layout Plan	01.04.2022
FIGURE 13 Rev-B	Medium Voltage Power Station Elevations, Layout and Sections	01.04.2022
NEO00675_014I_E	FIGURE 1.11 Rev F Landscape and Ecological Management Plan	21.06.2022
Indicative Access Track Detail at Watermain Crossing NEO00675_077I_A Figure 15" and "Access Gate Detail (Watermain) NEO00675_076I_A Figure 14		

This condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and for the avoidance of doubt and to ensure that the development hereby permitted is carried out in accordance with the approved details in the interests of the character and amenity of the area and the provisions of the development plan.

4. No development shall take place until a detailed method statement for a Construction and Environmental Management Plan (CEMP: Environment Agency) has been submitted to and approved in writing by the local planning authority. Thereafter the development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing with the local planning authority.

The scheme shall include the topics in the Outline CEMP the details of the following:

- o The measures to be used during the development in order to minimise environmental impacts of the works (considering both potential disturbance and pollution)
- o Construction methods
- o Piling impacts, including the estimated of the depth of the piles
- o Waste management
- o Pollution protection methods

This pre-commencement condition is imposed in accordance with policy ENV6 of the East Riding Local Plan and to protect groundwater from any possible source of contamination because the development is located on a principal aquifer and within source protection zone 3.

5. The development hereby permitted shall not be commenced until such time as a scheme to treat and remove suspended solids from surface water run-off during construction works has been submitted to, and approved in writing by, the local planning authority. The scheme shall be implemented as approved.

This pre-commencement condition is imposed in accordance with policy ENV6 of the East Riding Local Plan, to protect groundwater from any possible source of contamination because the development is located on a principal aquifer and within source protection zone 3, to ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution and to prevent deterioration of a water quality element to a lower status class.

6. No development shall take place on site until a scheme for the discharge of surface water from the site, incorporating a sustainable drainage system and associated management and maintenance plan, has been submitted to and approved in writing by the Local Planning Authority. The development shall not be brought into use until surface water drainage has been constructed in accordance with the approved scheme, and shall be managed and maintained in accordance with the approved plan.

This pre-commencement condition is imposed in accordance with policy ENV6 of the East Riding Local Plan and to prevent the increased risk of flooding and to prevent pollution of controlled waters by ensuring the provision of a satisfactory means of surface water disposal.

7. No development shall take place on site until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- i) Measures to control the emission of dust and dirt during construction including arrangements to monitor dust emissions from the development site during the construction phase;
- ii) A scheme for recycling/disposing of waste resulting from demolition and construction

works;

iii) Measures for the protection of the natural environment;

iv) Hours of construction, including deliveries;

v) The control of noise and vibration emissions from construction activities including groundwork's and the formation of infrastructure including arrangements to monitor noise emissions from the development site during the construction phase.

This pre-commencement condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and in order to minimise detrimental effects to the neighbouring amenities, the amenities of the area in general and detriment to the natural environment through the risks of pollution during the construction phase.

8. Development shall not begin on the site until an addendum to the Construction Traffic Management Plan (CTMP: Highway Development Management) with details of any abnormal load defined as; a weight of more than 44,000kg, an axle load of more than 10,000kg for a single non-driving axle and 11,500kg for a single driving axle, a width of more than 2.9 metres or a rigid length of more than 18.65 metres have been submitted to and approved in writing by the Local Planning Authority.

This pre-commencement condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and in order to secure an adequate and safe access to the proposed development area and to ensure that reasonable and adequate space is provided for the abnormal load where it could adversely affect the safety of other highway users.

9. Unless otherwise agreed first in writing by the Local Planning Authority the Development shall proceed in accordance with mitigation facilities including motor vehicle wheel wash; site compound and contractors parking outlined within the Construction Traffic Management Plan (CTMP: Highway Development Management) hereby approved by the Local Planning Authority. No other building or construction works shall be commenced until the temporary mitigation facilities including motor vehicle wheel wash; site compound and contractors parking have been provided in accordance with the approved details. The approved mitigation facilities including motor vehicle wheel wash; site compound and contractors parking shall be retained during the construction of the development hereby approved.

This condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and to ensure that highway safety and any necessary improvements and repairs to the highway network as a consequence of the development is carried out in accordance with an approved Traffic Management Plan in the interests of highway safety.

10. No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

This condition is imposed in accordance with policy ENV3 of the East Riding Local Plan and to protect archaeological interests.

11. No development shall take place above damp proof course until full details of the design, external materials and finish to be used for the inverter substations, transformers and battery units are submitted to and approved in writing by the Local Planning Authority.

This condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and

because it is considered that the use of inappropriate design, external materials and finish could be harmful to the appearance of the area and that the Council therefore needs to retain a measure of control.

12. In the event that contamination is found at any time when carrying out the approved development, that was not previously identified, it must be reported immediately to the local planning authority. An appropriate investigation and risk assessment must be undertaken, and where remediation is necessary, a remediation scheme must be prepared by competent persons and submitted to the local planning authority for approval. Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be submitted to and approved in writing by the local planning authority.

This condition is imposed in accordance with policy ENV6 of the East Riding Local Plan and to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other receptors.

13. The development shall be carried out in accordance with the submitted flood risk assessment 'Technical Appendix 4: Flood Risk and Drainage Impact Assessment' by Neo Environmental Ltd, dated 1 March 2022, and the following mitigation measures it details:

1. All Inverter substations and solar panels must be located at a minimum of 0.68 metres Above Ordnance Datum (mAOD).
2. The substation and battery storage facility must be located in fields 8 and 9 (Ref: Drawing No: NEO00675/005I/A) of the proposed development.

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

This condition is imposed in accordance with policy ENV6 of the East Riding Local Plan, in the interests of flood prevention and to minimise the impacts of flooding on people and property.

14. All ecological mitigation and enhancement measures and works shall be carried out in accordance with the details contained in 'Appendix 2.2 Biodiversity Management and Enhancement Plan of the 'Technical Appendix Ecological Impact Assessment' and the 'Landscape and Ecological Management Plan drawing number NEO00675_014I_E FIGURE 1.11 Rev F' as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This condition is imposed to comply with the National Planning Policy Framework (NPPF) and the Natural Environment and Rural Communities Act (NERC) 2006.

15. All soft landscaping comprised in the approved Proposed Landscape and Ecological Management Plan (drawing no. NEO00675_014I_E FIGURE 1.11 Rev F) shall be carried out in the first planting and seeding season following the site been brought into use or the completion of the development whichever is the sooner. All shrubs, trees and hedge planting shall be maintained free from weeds and shall be protected from damage by vermin and stock. Any trees or plants which, within a period of five years, die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local planning authority. All hard landscaping shall also be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a programme to be agreed in

writing with the Local Planning Authority.

This condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and because a well-designed landscaping scheme can enhance the living environment of future residents, reduce the impact of the development on the amenities of existing residents and help to integrate the development into the surrounding area.

16. In this condition "retained tree or hedgerow" means an existing tree or hedgerow which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use, or occupation of the final dwelling on the site to be occupied.

(a) No retained tree or hedgerow shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard (3998 Tree Work).

(b) If any retained tree or hedgerow is removed, uprooted or destroyed or dies, another tree/hedgerow shall be planted at the same place at such time, as may be specified in writing by the Local Planning Authority.

This condition is imposed as the Council is under a statutory obligation when considering planning applications to consider whether it is necessary to take steps to preserve existing trees and hedgerows. There are trees and hedgerows within or near the site and these contribute to the character and appearance of the area. If these trees are to be retained it is important that they are protected from accidental damage during construction work. It is considered that the above details are required in accordance with policy ENV1 of the East Riding Local Plan and are necessary to enable the Council to consider the effect of the proposed development on these trees.

17. No development shall take place on site (including site clearance works and any other preparatory works) until the trees shown for retention on the approved Proposed Landscape and Ecological Management Plan (drawing no. NEO00675_014I_E FIGURE 1.11 Rev F) have been protected by protective fencing. The protective fencing shall be maintained during the whole period of site excavation and construction.

The area within the protective fencing shall remain undisturbed during the course of the works, and in particular in these areas:

1. There shall be no changes in ground levels;
2. No materials, vehicles or plant shall be stored;
3. No buildings or temporary buildings shall be erected or stationed;
4. No materials or waste shall be burnt or liquid disposed of; and
5. No excavation of services, without the prior written consent of the Local Planning Authority.

This condition is imposed because the Council is under a statutory obligation when considering planning applications to consider whether it is necessary to take steps to preserve existing trees. There are existing trees within or in the vicinity of the site and these contribute to the character and appearance of the area. It is considered that the above details are required in accordance with policy ENV1 of the East Riding Local Plan as it is important that they are protected from damage before, during and after construction works.

18. No external lighting shall be installed on site unless agreed in writing by the Local Planning Authority. Any approved lighting equipment shall then be installed in accordance with the

approved details and thereafter retained.

This condition is imposed in accordance with policy ENV1 of the East Riding Local Plan and in order to ensure that the visual amenities of the area are not adversely affected by light spillage.

19. The solar panels hereby approved shall be coated with a non-reflective material for the life of the operation.

This condition is imposed in accordance with policies ENV1 and EC5 of the East Riding Local Plan to ensure the visual amenities of area are safeguarded from glare and for aviation safety.

Note to Applicant/ Agent from:

Highway Development Management

a. If the construction of the plant requires any abnormal load movements a Traffic Management Plan should be submitted to and approved in writing by the Local Planning Authority and the Applicant/Agent must contact the East Riding of Yorkshire Council's Abnormal Loads Team (tel. 01482 395596 and email. Abnormal.loads@eastriding.gov.uk).

b. The Applicant/Developer must be aware that if the vehicles from this development were to introduce extraneous debris onto the public highway (including drainage) they would be considered to be committing an offence under Section 149 of the Highways Act 1980 and could be liable for a fine, this may result in closure of the highway to all vehicles. It is in the interest of both the highway authority and the developer to maintain a safe public highway throughout the construction phase.

Environment Agency

Environmental permit for flood risk activity - The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:

- o on or within 8 metres of a main river (16 metres if tidal)
- o on or within 8 metres of a flood defence structure or culvert (16 metres if tidal)
- o on or within 16 metres of a sea defence
- o involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- o in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.

The proposals outlined will require a permit for any work located within 8 metres of Holderness Drain, which is a main river, including access routes, piling and cable crossings. A permit must be obtained prior to these elements beginning.

For further guidance please visit [https://www.gov.uk/guidance/flood-risk activitiesenvironmental-permits](https://www.gov.uk/guidance/flood-risk-activitiesenvironmental-permits) or contact our National Customer Contact Centre on 03702 422

549. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

Fuel Storage - Details of any facilities for the storage of oils, fuels or chemicals associated with this development should include

- o secondary containment that is impermeable to both the oil, fuel or chemical and water, with no opening used to drain the system
- o a minimum volume of secondary containment at least equivalent to the capacity of the tank plus

- 10% or, if there is more than one tank in the secondary containment, at least equivalent to the capacity of the largest tank plus 10% or 25% of the total tank capacity, whichever is greatest
- o all fill points, vents, gauges and sight gauge located within the secondary containment
- o associated above ground pipework protected from accidental damage
- o below ground pipework having no mechanical joints, except at inspection hatches and have either leak detection equipment installed or regular leak checks
- o all fill points and tank vent pipe outlets designed to discharge downwards into the bund

Waste on-site - The CL:AIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works is waste or has ceased to be waste. Under the Code of Practice:

- o excavated materials that are recovered via a treatment operation can be reused on-site providing they are treated to a standard such that they are fit for purpose and unlikely to cause pollution
- o treated materials can be transferred between sites as part of a hub and cluster project
- o some naturally occurring clean material can be transferred directly between sites

Developers should ensure that all contaminated materials are characterised both chemically and physically, and that the permitting status of any proposed on-site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

We recommend that developers should refer to:

- o the position statement on the Definition of Waste: Development Industry Code of Practice
- o The waste management page on GOV.UK

Waste to be taken off site - Contaminated soil that is (or must be) disposed of is waste. Therefore, its handling, transport, treatment and disposal are subject to waste management legislation, which includes:

- o Duty of Care Regulations 1991
- o Hazardous Waste (England and Wales) Regulations 2005
- o Environmental Permitting (England and Wales) Regulations 2016
- o The Waste (England and Wales) Regulations 2011

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standard BS EN 14899:2005 'Characterization of Waste - Sampling of Waste Materials - Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal activity is clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

If the total quantity of hazardous waste material produced or taken off-site is 500kg or greater in any 12 month period, the developer will need to register with us as a hazardous waste producer. Refer to the hazardous waste pages on GOV.UK for more information.

Public Protection

Importing / Removing Soil - Where soil, aggregates or fill material needs to be brought on to site for landscaping, earthworks, raising site levels, or back-filling excavations, the developer must ensure it is from a certified clean source and is suitable for use. Any material removed from site for disposal should be documented by appropriate waste transfer notes. Written verification may be required by the local planning authority, and any records should be retained by the developer.

Public Rights of Way

The scale of the Definitive Map and the information contained within the accompanying statement make precise determination of the PROW lines extremely difficult. Applicants should satisfy

themselves that they have determined this first prior to submitting an application. Applicants should not use the planning process to determine the width, status or precise route of a public right of way. It may be from time to time that during the application process, during construction, or post construction that evidence is presented to the authority that would suggest that any route incorporated within a development, or adjacent to a development site, is not on the correct line, even though the line on the Definitive Map might appear to be protected. The authority is legally bound to consider this evidence and it could lead to a situation, through no fault of the Planning or Highway Authority that a route is built upon, or obstructed by gardens or boundary walls. Applicants should be aware of this, and make all reasonable attempts to seek clarification of this prior to commencing development.

The granting of planning permission does not grant permission to obstruct a public right of way, and applicants should ensure that they have protected the line shown on the Definitive Map.

Interference or improvement of the surface of a public right of way requires the specific permission of the PROW section of the East Riding Council. Interference without permission constitutes an offence under the Highways Act.

Applicants should ensure that they have the necessary private vehicular rights to use the public right of way as driving a motor vehicle on a footpath, bridleway or restricted byway may constitute a criminal offence. The rights of way section reserves the right to have sight of this documentary evidence.

Humberside Fire and Rescue

Access for Fire Service - It is a requirement of Approved Document B5, Section 15 Commercial Properties or B5, Section 13 for Domestic Premises that adequate access for fire-fighting is provided to all buildings or extensions to buildings. Where it is a requirement to provide access for high reach appliances, the route and hard standing should be constructed to provide a minimum carrying capacity of 24 tonnes.

Water Supplies for Fire Fighting - Adequate provision of water supplies for fire-fighting appropriate to the proposed risk should be considered. If the public supplies are inadequate it may be necessary to augment them by the provision of on-site facilities. Under normal circumstances hydrants for industrial unit and high risk areas should be located at 90m intervals. Where a building, which has a compartment of 280m² or more in the area is being, erected more than 100m from an existing fire hydrant, hydrants should be provided within 90m of an entry point to the building and not more than 90m apart. Hydrants for low risk and residential areas should be located at intervals of 240m.

Beverly and North Holderness Internal Drainage Board

Maintenance Responsibility (General) - The proposed development is within the Board's area and is adjacent to the Meaux and Routh, New Holland, Turf Gutter and Esk River Side, Tickton Carr, Tickton Sewer and Causeway Dale, which at this location, is maintained by the Board under permissive powers within the Land Drainage Act. 1991. However, the responsibility for maintenance of the watercourse and its banks rests ultimately with the riparian owner.

Consent (General) - Under the terms of the Land Drainage Act. 1991 and the Board's Byelaws, the prior written consent of the Board is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of any watercourse.

Consent (Outfall) - Any new outfall to a watercourse requires the prior written consent of the Board under the terms of the Land Drainage Act. 1991 and should be constructed to the satisfaction of the Board.

Consent (Discharge) - Under the Board's Byelaws the written consent of the Board is required prior to any discharge into any watercourse within the Board's District.

Relevant Planning Policies:

East Riding Local Plan Strategy Document (ERLP SD) (April 2016)

Policy S1 Presumption in favour of sustainable development

Policy S2 Addressing climate change

Policy S4 Supporting development in Villages and the Countryside

Policy EC1 Supporting the growth and diversification of the East Riding economy

Policy EC5 Supporting the energy sector

Policy ENV1 Integrating high quality design

Policy ENV2 Promoting a high quality landscape

Policy ENV3 Valuing our heritage

Policy ENV4 Conserving and enhancing biodiversity and geodiversity

Policy ENV5 Strengthening green infrastructure

Policy ENV6 Managing environmental hazards

Policy A1 Beverley and Central sub area

National Planning Policy Framework (NPPF)

National Planning Practice Guide (PPG)

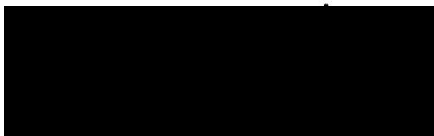
Legislation

Section 66 of Planning (Listed Buildings and Conservation Areas) Act 1990 - Special regard to the desirability of preserving or enhancing Listed Buildings and their setting

Section 72 of Planning (Listed Buildings and Conservation Areas) Act 1990 - Special regard to the desirability of preserving or enhancing Conservation Areas

In making this decision the Council has followed the requirements in paragraph 38 of the National Planning Policy Framework.

Signed

A black rectangular box redacting the signature of Stephen Hunt.

8 July 2022

Stephen Hunt MRTPI
Director of Planning and Development Management

NOTES TO ACCOMPANY THIS DECISION

Appeals to the Secretary of State

If you are aggrieved by this decision you can appeal to the Planning Inspectorate. Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on telephone number: 0303 444 5000.

Appeals must be made on the correct forms relating to the type of application you submitted. Information provided as part of the appeal process will be published online.

If you wish to appeal against a decision relating to:

- Householder applications - appeals must be made within 12 weeks of the date of this notice;
- Minor commercial applications - appeals must be made within 12 weeks of the date of this notice;
- Advertisement consents - appeals must be made within 8 weeks of the date of this notice;
- Any other type of application – appeals must be made within 6 months of the date of this notice.

Appellants requesting an inquiry into their appeal must notify the Local Planning Authority and Planning Inspectorate at least 10 days prior to appeal submission.

Please note - If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, you must appeal within 28 days of the date of this notice.

If an enforcement notice is served relating to the same land and development as in your application, you must appeal within 28 days of the date of service of the enforcement notice or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notice

If either the Local Planning Authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

Approval of Details Required by Conditions

A fee is payable for the submission of any matters required to be submitted for approval by any conditions attached to this permission. The fee is payable for each submission, not for each condition. Please refer to the council's website at www.eastriding.gov.uk for more information.

PEARTREE HILL SOLAR FARM DCO APPLICATION

COMPULSORY ACQUISITION HEARING 1

WRITTEN SUMMARY OF ORAL REPRESENTATIONS

Introduction

1. This document comprises the written summary of the oral representations made by the following parties (hereinafter referred to collectively as “Albanwise”) at Compulsory Acquisition Hearing 1 (“CAH-1”) on 21 October 2025:
 - (1) Albanwise Limited (IP Ref. PHSF-AFP001);
 - (2) Albanwise Synergy Limited (IP Ref. PHSF-AFP002); and
 - (3) Albanwise Farming Limited (IP ref. TBC).
2. Albanwise is directly affected by the compulsory acquisition (“CA”) and temporary possession (“TP”) provisions within the second suite of change proposals (“Change 2”) and, in particular, change 9 within the Change 2 envelope. Various items on the ExA’s agenda for CAH-1 concerned, and referred directly to, land owned by Albanwise, (in particular namely land parcels 2A-4 and 2A-5) which is proposed to be subject to CA/TP provisions promoted by way of Change 2. These agenda items appeared despite the deadline for Relevant Representations (“RRs”) in respect of Change 2 not yet having passed.
3. Because the RR deadline in respect of Change 2 had not yet passed, Albanwise was not expecting to have to attend CAH-1, which was held in response to a request made by a

different Interested Party (“IP”) at an earlier stage of the examination. However, having noted the agenda items referred to above, on 14 October 2025 Albanwise’s solicitors wrote to the examination Case Officer, Mr. Jake Stephens (“the Case Officer”), in the following terms:

“It would be most unsatisfactory (and potentially prejudicial) if Albanwise were to find themselves in a situation at CAH1 and/or ISH2 whereby they felt compelled to make oral submissions in response to the Applicant’s comments without having first been afforded the opportunity to fully consider and make Relevant and Written Representations on the Change Request. The Examining Panel should be aware that Albanwise is still awaiting additional information on the proposed changes associated with the Change Request from the Applicant. This information was requested more than five weeks ago in its 5 September response to the Applicant’s consultation.

We would be grateful if the ExA could please clarify its expectations of affected parties in relation to CAH1 Agenda Items 4 and ISH2 Agenda Item 8 so that Albanwise can determine whether to instruct Counsel to attend those hearings. In particular, please can the Examining Authority confirm that Albanwise, and other affected parties, will be afforded an opportunity to make full and detailed oral submissions on the Change Request at a later set of hearings (December dates have been suggested in previous correspondence) after it has received the additional information requested of the Applicant and submitted its Relevant and Written representations as is the usual Examination procedure.”

4. On 15 October 2015 the Case Officer e-mailed Albanwise’s solicitors indicating that *“Albanwise are welcome to attend both CAH1 and ISH2 if it wishes to do so.”* That, unfortunately, did not address the matters set out in the Albanwise’s letter in an entirely satisfactory manner.
5. Albanwise’s solicitors therefore e-mailed the Case Officer on 15 October 2025 and said: *“Given our clients serious concerns regarding the change request, it would appreciated if confirmation could be given that subsequent hearings will be held in relation to it.”*

6. The Case Officer replied the same day saying: “*While the ExA has not officially confirmed further CAH hearings, as noted below, it will adhere to, as necessary, to [the 2010 Regulations].*”
7. These are the circumstances in which Albanwise felt compelled to attend and make representations at CAH-1. The ExA’s indication that they found Albanwise’s attendance at CAH-1 helpful is noted and welcomed. Albanwise acknowledge, however, the possibility that the ExA were not necessarily expecting to hear Albanwise’s representations at CAH-1, and as such it has been necessary to set out the abovementioned context.
8. In a similar vein, albeit that Agenda Item 8 Bullet 4 for Issue Specific Hearing 2 (“ISH-2”) concerns “*Consideration of potential construction traffic/routing and implications for the implementation of Field House Solar Farm*”, the ExA helpfully indicated to Albanwise at CAH-1 that it would have a further opportunity to make representations in writing and orally to the ExA in respect of this issue, at a later stage in the examination.
9. Albanwise welcomes that indication and confirms that it will be submitting technical traffic and transportation evidence to the examination in connection with this issue, not least of all because (as set out below) at the current point in time the applicant has (wrongly) assumed (on the basis of “no baseline data” having been collected) that the access track is not used at all, i.e. 0 vehicles per day.¹ The track is in fact heavily used and its use will become even more significant when it comes to be used for the construction of the two solar schemes referred to below.

Agenda Item 2 – the applicant’s case for CA/TP.

10. It is not without some regret that Albanwise is compelled to sound the alarm in relation to the serious procedural concerns that it has in relation to the way that the CA/TP aspects of Change 2, are being promoted and examined.

¹ See para. 14.7.4 Environmental Statement Volume 4, Appendix 14.1: Transport Assessment (Tracked) (Revision 3) (REP 2-134).

11. This is the first CAH in this examination. At the CAH the applicant sought (orally) to justify the CA/TP provisions that are within the 2nd change request that the ExA have agreed to examine, i.e. Change 2. However, they have done so in circumstances where:
- (1) The deadline of 29 October 2025 for making RRs in respect of the latest series of change requests has not yet arrived;
 - (2) By definition the applicant has not responded to those as yet unformulated RRs setting out its position in writing;
 - (3) The ExA has yet to issue an initial assessment of issues under reg.11 of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (“the 2010 Regulations”);
 - (4) The applicant has asked the ExA not to exercise an important procedural power, namely the power under reg.11(2) of the 2010 Regulations to hold a meeting to decide how the proposed provisions should be examined but, importantly, has not proposed how Interested Parties (“IPs”) should be able to influence procedural decisions about how the provisions will be examined if it is not through a reg.11 meeting (note that the reg.11 power to hold a meeting is an important part of the machinery for ensuring procedural fairness in cases where provisions are promoted which would authorise CA/TP in the absence of agreement);
 - (5) Instead it has suggested that:
 - (a) the ExA gives itself only **3** working days between the submission of RRs (29 October) and the issuing of the ExA’s initial assessment of issues (4 November),
 - (b) that IPs should also have only **3** working days between the submission (note: not the *publication*, which as we all know, usually follows the date of actual submission by a matter of days)

of written representations relating to the change request (25 November), and Deadline 5 at which those submissions need to be dealt with by IPs (28 November); and

- (c) that just **2** working days later (3 and 4 December) the ExA should accommodate additional CAH/ISH/OFHs.

12. No consideration has been given to the need, if one arises, for further ExQs in what is statutorily supposed to be a process that is primarily written (s.90(1) of the Planning Act 2008 (“PA 2008”)) albeit with important points of contact at which oral submissions can be made. Plainly, the written-led process only functions in a procedurally fair and effective manner if sufficient time is given to participants for the written process to work. Note that the procedure in the PA 2008 is the streamlined procedure for NSIP consenting: to streamline what is already a streamlined procedure is a major procedural risk area.
13. All of this is being done to shoehorn the examination of changes proposed late in the process that the ExA has – rightly – concluded comprise material changes into what little time remains within the statutory examination period. The applicant is asking not just IPs, but also the ExA, to bend over backwards to accommodate changes involving the use of draconian CA powers which, if genuinely needed for project delivery, would have been consulted upon and promoted at the pre-application stage.
14. In this context Albanwise do not shy away from the submission that the second suite of proposed provisions for CA/TP are far too extensive to be examined in a procedurally fair manner at this point. They should be rejected. In the ExA’s letter dated 19 September 2025 (PD-011) the following is noted:

“...the acceptance of the proposed changes is made on the basis that all the processes can be completed in the required time prior to the close of the examination (taking into account statutory timeframes as necessary) and in accordance with any revised examination timetable that may be published in due course. If this is not achieved, then the ExA will not be in a position to take

the change request into account in our recommendation report to the Secretary of State as it will not have complied with the relevant statutory procedures.”

15. That eventuality is exactly what has come to pass in that:

(1) Despite the examination procedure being, statutorily, primarily written, what has transpired today is in effect a jackknife. The applicant has used a CAH as a means of promoting the second suite of changes despite the time for RRs to be submitted being over a week away. So the cart has been put before the horse and the oral process has been permitted to overtake the written process in a procedurally unsafe manner.

(2) Further CAHs have not yet been scheduled, so it is not yet known when or whether IPs will have a further opportunity to address the ExA on matters which will in due course have to be set out in writing. That is of course a matter that the ExA have the power to remedy – provided there is sufficient time within the examination envelope to do so.

(3) We say:

(a) 3 working days between RRs and reg.11 initial assessment of issues is not long enough and there is a risk that in trying to conduct an important exercise that will determine the way in which the CA/TP provisions will be examined, important issues will be overlooked or will fall through the cracks.

(b) 3 working days for IPs to respond to the applicant’s written response to RRs is simply not sufficient – and that assumes that they are published immediately following receipt – which they will not be. This is not just impractical and onerous – it is impossible.

- (c) 2 working days to prepare for further hearings, if scheduled, following receipt of all of the Deadline 5 material is also not enough. Again, not just onerous, impossible.

*Note that in each of (b) and (c) above Albanwise need to take specialist advice from a highways engineer and present that input (which will be quantitative and qualitative, and of a technical nature) to the ExA properly, and adequate time will be needed for that.

- (4) The applicant's timetable does not present any opportunity for IPs to influence how the proposed provisions will be examined. It is proposed – boldly – to simply dispense with the need for a reg.11 meeting but not to substitute it with *any* written process. Importantly, the reason why the applicant wants the reg.11 meeting to be dispensed with has *nothing* to do with such a meeting not being *needed* – but because the holding of such a meeting would be inconvenient in terms of timing, and not holding the meeting enables the truncated timetable to fit within the examination envelope.

- 16. That is not a sufficient reason to dispense with a meeting which serves an important purpose in the context of the scheme of the PA 2008 as a whole in that it enables individuals from whom land and rights are proposed to be acquired by compulsion to influence the procedure by which the relevant acquisition provisions come into effect in the DCO.
- 17. It would be a misuse of the statutory discretion in reg.11 which should not be used in a way that facilitates the applicant's election to have proposed changes at a late stage in the examination; rather when exercised it should be because it is procedurally unnecessary, i.e. where the ExA have sufficient written material and sufficient time available to them to make procedural decisions about the manner in which the proposed provisions will be examined without the need to hold a meeting. But since the deadline for RRs has not passed, and the RRs have not been published, it is entirely wrong for the applicant to suggest prospectively that the procedural safeguard in reg.11 should be dispensed with, and not substituted.

18. In summary: the timetable is too narrow; the turnaround times are wildly optimistic, and would give rise to serious procedural unfairness; because of that the statutory primacy of the written process would be undermined to an extent that would be unlawful; and an important protective procedural mechanism is proposed to be dispensed with for an improper purpose and not substituted by anything.
19. In that context the changes involving CA/TP provisions should not be taken into account and, if they are not withdrawn by the applicant, which they ought to be, then they should be ignored when making your recommendations to the SoS such that the recommendation on the dDCO and the project should, i.e. must, be based on the pre-change position. Alternatively, the examination timetable should be extended into the New Year to enable the changes to be examined in a procedurally fair manner.

Agenda Items 3/4 – Site specific issues

20. Note that our submissions in relation to the Albanwise land (2-6, 2A-4, 2A-5, 6-7) are made in outline at this point and are without prejudice to earlier submissions to the effect that we should not have been placed in a position where we are having to make these submissions orally, in advance of making our RRs.
21. In relation to bullet points 1-4 on Agenda Item 3 Albanwise make the following points in summary:
 - (1) **Bullet 1.** The negotiations to secure the land/rights voluntarily has involved moving goalposts, notably the applicant only on 29 August 2025 (days before the formal change application was made) told Albanwise that it wished to secure TP over Plot 2A-5, it having previously said (on 6 and 14 August) that it only wished to secure permanent rights/interests in respect of the access route (Plots 2A-4 and 6-7). This is completely unsatisfactory.
 - (2) **Bullet 2.** As to matters arising from submissions, see below, and also we want to reiterate that there needs to be a full statutory written-led process for examining these matters, together with further CAH/ISH at a later date, into these matters.

(3) **Bullet 3.** There is an alternative access to FHF from south of the A1035, to the east of the start of Plot 2A-4. But does this access serve all of the units at FHF and is it suitable for emergency etc. access?

(4) **Bullet 4.** Albanwise consider that categorically, yes, the former access arrangements off Meaux Lane (“ML”) would be preferable (and would not give rise to any complications) given that:

- (a) ML is already within Order Limits and is already proposed to be used in connection with the Project;
- (b) detailed design for ML has progressed and passing place provision has already been identified;
- (c) there is no suggestion in the ES or the transport studies that indicates that the volume of scheme traffic using ML will cause ANY significant adverse effects or that ML cannot accommodate the volumes proposed;
- (d) no substantive benefits at all have been identified in the reduction in traffic movements on ML from vehicles accessing Land Area E (-25%) and D (-50%); and
- (e) we reserve our position on whether the tree in the former access off ML is in fact a “veteran” tree pending further arboricultural investigation, and even if it is

22. Beyond that our objections to the proposed provisions (again, at the moment and subject to the caveat that we would expect to have adequate time to flesh these matters out

which we do not think is possible, within a procedurally fair way, at this point in the examination) are as follows:

23. **First:** the provisions would materially substantially prejudice the delivery of two consented solar farms. These are substantial public interest considerations that weigh heavily against the provisions in the s.122 context, but they also give rise to NPS conflict. Paragraph 2.5.2 of EN-3 indicates that good design involves facilitating co-existence, which plainly would not be met if the provisions sterilized or materially adversely affected two solar schemes.

(1) **Field House Solar Farm (40MW).** An implemented planning consent exists for a solar farm on land which includes Plots 2A-4, 2A-5 and 6-7. Albanwise needs to continue implementation in earnest in order to meet a grid connection date in 2027 – something that will be impossible if Change 9 is confirmed. Plot 2A-5 is the location of the substation for the Field House Solar Farm development, as well as numerous solar panels and the site entrance, so its use for access by the applicant would be entirely incompatible with the development of Field House Solar Farm. The substation cannot be moved since the DNO has permitted the scheme to connect to the grid at this point which is immediately adjacent to the 132kV OHLs which only intersect the scheme land in this area. The northern part of Plot 2A-4 would impinge upon and be incompatible with the location of the Field House Solar Farm solar panels and transformers. If confirmed the provisions would render this scheme incapable of implementation – and would kill 40MW of renewable generating capacity which is currently programmed to go online by 2027.

(2) **Carr Farm Solar Farm (49.9MW).** Albanwise also has Planning Permission for a solar scheme further to the will the access on Plots 2A-4 for construction. The use of the same road access means there is also a conflict with the construction of the Carr Farm solar farm.

24. **Second:** the provisions would prejudice Albanwise's wider farming operations and the tenanted occupiers at FHF farm. The proposed new construction and maintenance access for the Project is the main access to approximately 360 hectares of Albanwise's farmland south of the A1035. Not only is this a critical access for our Albanwise's own agricultural operations (used by combine harvesters, tractors and trailers, tankers etc. for the purposes of the Albanwise agricultural businesses, with many activities being time-sensitive), but is also heavily used by those third parties who hold contracts to farm parts of this land. Furthermore the land is the access for Albanwise's residential tenants at Field House farm house and cottage it also provides access for other residents/businesses operators/employees that live and work in the area to the south of the A1035, which require access multiple times daily, plus delivery and emergency service vehicles. All of these uses would be substantially prejudiced if the access was acquired whether on a temporary or permanent basis.

25. **Third:** in this context, which we say overwhelmingly points against there being a sound justification for the provisions in Change 9, there does not appear to be **any** justification advanced by the applicant that comes **close** to meeting the s.122 PA 2008 conditions. The conditions, so far as relevant, are that the land is "required" (s.122(2)(a)) and that there is a "compelling case in the public interest" justifying the provisions (s.122(3)). The 2013 CA Guidance is clear that:

"For this condition to be met, the Secretary of State will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired."

26. In the case of Sharkey v Secretary of State for the Environment [1992] 63 P&CR 332 the High Court held (in relation to materially similar conditions in the relevant statute in that case) that:

"I agree with Roch J. that the local authority do not have to go so far as to show that the compulsory purchase is indispensable to the carrying out of the activity or the achieving of the purpose; or, to use another similar expression, that it is

essential. On the other hand, I do not find the word “desirable” satisfactory, because it could be mistaken for “convenient,” which clearly, in my judgment, is not sufficient. I believe the word “required” here means “necessary in the circumstances of the case”...

27. Yet that weak justification is in fact precisely what the applicant relies on in this case.

28. In particular:

(1) No rationale whatsoever is advanced in respect of the reduction in use of ML save that “*The potential to reduce the use of Meaux Lane during construction has some attraction given that it is a narrow route with existing weight restrictions in force*”. See para. 9.1.3 of the Change Request Application (REP 2-149). This is astonishing. To say that the highway/transport implications have “*some attraction*” falls materially short of meeting the relevant statutory conditions. Frankly it is substantively unreasonable to promote draconian CA/TP provisions which would authorize the involuntary acquisition of property rights on the basis that it would have “*some attraction*”.

(2) But even the suggestion that the use of this alternative access to Land Areas D and E has “some attraction” is unsupported by any actual evidence:

- (a) No SEEs are reported in the ES in relation to the use of ML;
- (b) No actual benefits are said to flow from the reductions said to flow – the change application only reports the reductions in volumes for vehicles using ML, but does not explain why this is a benefit that could justify CA/TP provisions; and
- (c) ML is already subject to CA provisions and the CEMP, and will already be used in connection with project delivery, such that it is not clear what actual benefits would arise;

- (3) As to the veteran tree, we will be investigating this in terms of arboriculture, but note that even if the tree is in fact a VT, the “interface” with it was *known* to have a design solution (and could be subject to further protective provisions in the CEMP for example).
29. Furthermore, there are known alternatives to the Change 9 access provisions.
- (1) The previously proposed route (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);
- (2) Just use Plot 2A-4 and not 2A-5 (which contains the substation); and
- (3) Along the Dogger Bank buried cables land (which has not been investigated by the applicant in any detail, so far as is ascertainable from the change request documentation).
30. These alternatives weigh heavily against the making of the Change 9 provisions because in each case they would not cause any of the significant public disbenefits referred to above and in particular would facilitate the continued development of the two consented solar schemes which rely on the land that the application proposes to compulsorily acquire.
31. **Fourth:** the EIA of Change 9 is flawed and unreasonable. The Updated ES (Environmental Statement Volume 4, Appendix 14.1: Transport Assessment (Tracked) (Revision 3) (REP 2-134) is as follows:
- “14.7.4 No baseline data has been collected for the private farm track off the A1035. For the purposes of this assessment, it is assumed that there are 0 daily

vehicles on the basis that it is likely to generate only a small number of daily vehicles associated with the small number of residential dwellings and a farm.”

32. Two points should be noted.
33. First, Change 9 has been promoted on the basis of no baseline data having been collected for the private track, despite the applicant being well aware that this track serves:
- (1) Two solar farm schemes which are in the process of implementation;
 - (2) The properties at Field House Farm; and
 - (3) Albanwise’s 360 ha. Agricultural holding to the south;
34. Yes, despite this, the absurd assumption is made that the farm track is not currently subject to **any** use whatsoever. Cumulative use and therefore cumulative effects have been entirely ignored.
35. This is the basis on which the ES concludes that there would be no significant environmental effects. This is a major failing in terms of EIA. Until that assumption is revisited, rectified and re-consulted on (such that cumulative effects with the farming operations, FHF tenants’ use and 2 x solar schemes are considered) the ES does not provide a lawful basis to proceed with the changes. It is unreasonable and fails to provide the requisite environmental information to the ExA.
36. At this point, the highways implications of the junction arrangements including visibility splays etc. cannot be understood let alone tested and examined. Albanwise is therefore instructing its own transport engineer to provide a technical evidence-based assessment of matters which will be contained in its WRs. This will need to be examined (as will the applicant’s response to it) in the context of this examination –

this is one of the reasons why Albanwise are clear that it is procedurally unfair to propose truncating the examination so severely, and is why a reg/11 meeting is in fact amply needed.

37. **Fifth:** the applicant has failed to update the Funding Statement to reflect the fact that Change 9 will prevent the Field House Solar Farm from being implemented in time for its 2027 grid connection date. The applicant's significant balance sheet resource, and commitment to funding, is noted. Yet this Project will have its own funding envelope (about which no details have been given by the applicant). However the applicant has not recognised that the provisions in Change 9 will at worst render the Field House Farm unimplementable and at best will delay its implementation by a number of years. The costs of that, under the compulsory purchase compensation code, would be strikingly significant. That is something that needs to be considered carefully by the applicant and the Funding Statement should make it clear that this can truly be accommodated within the funding envelope for this project.

Outline responses to applicant's oral submissions

38. Albanwise disagree with the characterisation of their engagement with Albanwise as "positive". In fact, there is a major dispute between the applicant and Albanwise in the sense that the applicant (wrongly) considers that the Change 2(9) provisions would not impede Albanwise's ability to deliver the Field House Farm Solar Farm. Albanwise categorically consider that the provisions would materially prejudice the ability to deliver the scheme, as consented.
39. At the heart of this issue lies a mistaken assumption on the part of the applicant that the arrangement and parameters of the solar scheme are flexible. That is wrong. The parameters of the scheme are fixed by a full (and not an outline) planning permission. Any changes in layout would be dependent on having to secure a further planning permission, and the delay that this would entail would make it impossible to meet the grid connection date of 2027.

40. It is not in fact yet known whether the District Network Operator (“DNO”) will facilitate a later grid connection date, and indeed whether the applicant’s own NSIP proposals will impact the grid to such an extent that it will not be able to absorb electricity from the Field House Farm solar scheme at all.
41. Albanwise also consider that the applicant’s answer to the question posed by the ExA as to why and whether Plot 2A-5 was in fact “needed” for the project was telling. In effect although they claimed that the whole plot was needed, the justification for this was to increase the separation between the access road and the properties at Field House Farm. But the applicant was not able to explain what that separation needed to be, whether alternative measures (such as an acoustic barrier) would serve whatever purpose was served by separation, and whether they in fact needed the whole of Plot 2A-5 as opposed to a small part of it adjacent to Plot 2A-4 in order to facilitate that set-back.
42. Part of the context for this is that in consultation letters dated 6 August 2025 and 14 August 2025 the applicant did not propose TP in respect of Plot 2A-5 (and only CA of Plot 2A-4). It was only on 29 August 2025 (just 7 days before the 2010 regulations Deadline 1 – that deadline improperly not having been extended by the applicant) that the applicant proposed TP of Plot 2A-5, which came as a surprise to Albanwise, and an unwelcome one at that given that the substation and grid connection apparatus for the Field House Farm is proposed to be situated on that plot, and can only be situated there because that is where the DNO has facilitated a grid connection into the adjacent 132kV overhead power lines.
43. This is entirely unsatisfactory. If the applicant considers that the CA/TP provisions in respect of Plot 2A-5 are justified it should at the very least be expected to explain what the proposals for that plot are. This uncertainty is intolerable, and it is for this reason that Albanwise have (for weeks) been asking for plans for the access arrangements through Plots 2A-4 and 2A-5 (such as cumulative traffic volumes, road build up, culvert interface designs, road width and passing place provision) but to date no information

has been provided save for swept path analysis for the junction, and generic information about access arrangements for the project as a whole, i.e. nothing site specific.

44. The applicant has (belatedly) proposed a DCO requirement to deal with the interface between their project and the Field House Farm solar farm, and argues that this will be a panacea because it will require the applicant to minimise any disruption to the construction and operation of the Field House and Carr Farm Solar Farms (but, notably, not Albanwise's farming operations which also use Plot 2A-4 as an access) so far as reasonably practicable. This solves nothing since, even if the applicant minimises disruption so far as is reasonably practicable, the level of disruption will still prevent grid connection being achievable. The reality is that the Field House Farm scheme is so dependent on Albanwise's exclusive use of Plot 2A-5 that *any* disruption with that position will cause unacceptable levels of harm that cannot be justified in the context of s.122 PA 2008.

Conclusions

45. The applicant's Change 9 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. Early (pre-2032) grid connection dates for renewable schemes are rare and it is an imperative that schemes which benefit from them must be facilitated. It would at worst knock out, and at best significantly hamper and delay this scheme coming online. It would also hamper the construction and phasing plans for a second solar farm which depends on the Change 9 land for access. The applicant has not, apparently, given any thought to these matters, and has assumed that the access track is in effect in a nil use. In this context the justification advanced for the Change 9 provisions – namely that they would have “some attraction” – falls astonishingly far from the mark.
46. On the 17th of October 2025 (only two days before CAH1) the applicant provided Albanwise with a draft cooperation provision proposed to be included in the Order as a new Requirement 16 ‘Interaction with Field House and Carr Farm Solar Farms’. The draft Requirement requires RWE to use reasonable endeavours to minimise any conflict

arising between the carrying out and maintenance of the Proposed Development and the carrying out and maintenance of the Field House Solar Farm and Carr Farm Solar Farm developments; to co-operate with Albanwise so as to co-ordinate construction programming to minimise disruption to the construction and maintenance of Field House Solar Farm and Carr Farm Solar Farm; to provide a point of contact for continuing liaison; and to exercise compulsory acquisition and temporary possession powers in a manner that minimises disruption to Field House Solar Farm and Carr Farm Solar Farm. Unfortunately, this proposed Requirement does not include binding commitments to Albanwise so as to provide Albanwise with the certainty it needs that Carr Farm Solar Farm, and Field House Solar Farm in particular, will be able to proceed unhindered and be completed in time to meet their connection deadlines. It falls very far from the mark of what is required to base an investment decision on the Field House Solar Farm project on.

47. For these reasons Change Request 9 should not be confirmed. The applicant should voluntarily withdraw it and in default of that the ExA should either recommend a reversion to the previous arrangements for access from ML into Land Area D or should confirm the DCO without any of the Change Request 9 provisions, which will leave Albanwise and the applicant to arrange terms on a private basis. That would accord with para. 16 of the 2013 CA guidance which is as follows:

“16. There may be circumstances where the Secretary of State could reasonably justify granting development consent for a project, but decide against including in an order the provisions authorising the compulsory acquisition of the land. For example, this could arise where the Secretary of State is not persuaded that all of the land which the applicant wishes to acquire compulsorily has been shown to be necessary for the purposes of the scheme. Alternatively, the Secretary of State may consider that the scheme itself should be modified in a way that affects the requirement for land which would otherwise be subject to compulsory acquisition. Such scenarios could lead to a decision to remove all or some of the proposed compulsory acquisition provisions from a development consent order.’

29 October 2025

EAST RIDING OF YORKSHIRE COUNCIL

Report of the Director of Planning and Development Management

Considered under Special Delegated powers

Ward: Beverley Rural

Parish: Tickton Parish Council

Application for Certificate of Lawfulness for the confirmation of commencement of works of planning permission 22/00824/STPLF (Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and erection of temporary construction compound)

At Land East South West And West Of Tickton Bridge Plantations, Main Road, Routh, East Riding Of Yorkshire, HU17 9SL

by Albanwise Synergy Ltd

Application Number: 25/02004/CLE

1. RECOMMENDATION

- 1.1 On the basis of the information submitted, it is considered that sufficient evidence has been provided to demonstrate that on the balance of probabilities, a material operation has been carried out and that planning permission 22/00824/STPLF has lawfully been implemented.
- 1.2 The application is referred to Special Delegation due to letters of objection received as a result of the publicity of the application. The concerns are in respect of the solar panels would have an unacceptable cumulative impact on the surrounding area given there are other approvals for PV panels in the locality. The comments are acknowledged however the Certificate of Lawfulness is a legislative application to deduce whether a commencement of works has been carried out in association with 22/00824/STPLF and therefore the principle of development cannot therefore be revisited.

2. KEY POLICIES AND DOCUMENTS

Section 191 (4) of the Town and Country Planning Act

3. RELEVANT PLANNING HISTORY

Application No	Proposal	Decision	Date
23/02412/BEX	Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and	BCO	

	erection of temporary construction compound		
20/00758/STPR EP	Major Pre-Application Enquiry - Proposed 49MW solar farm and battery storage facility together with associated equipment and infrastructure	ANSWER	01.05.2020
21/01098/EIAS CR	EIA Screening Opinion - Installation of a ground mounted solar farm	ANSWER	21.04.2021
22/00824/STPL F	Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and erection of temporary construction compound	PER	08.07.2022
23/01743/STPL F	Erection of 1 POC Mast, control room and connection to an existing 132kV Suspension Tower and construction of 2 vehicular accesses in relation to approved application 22/00824/STPLF	PER	14.11.2023
25/40027/NON MAT	Non-material amendment to planning reference 22/00824/STPLF to amend the wording of condition 8 to allow for the completion of construction works that do not require abnormal load deliveries without the need to amend the CTMP	PER	28.04.2025
25/30127/CON DET	Submission of details required by Condition 2 (Archaeology) of planning permission 23/01743/STPLF	PER	24.04.2025
25/30128/CON DET	Submission of details required by Condition 10 (Archaeology) of planning permission 22/00824/STPLF	PER	24.04.2025
25/30150/CON DET	Submission of details required by Condition 7 (Construction Method Statement) of planning permission 22/00824/STPLF	PER	28.04.2025
25/30151/CON DET	Submission of details required by condition 5 (Scheme to treat and remove suspended solids from surface water run-off during construction) of planning permission 22/00824/STPLF	PER	28.04.2025
25/30183/CON DET	Submission of details required by condition 4 (Construction Environmental Management Plan) of planning permission 22/00824/STPLF	PER	20.05.2025
25/30184/CON DET	Submission of details required by condition 6 (discharge of surface water) of planning permission 22/00824/STPLF	PER	22.05.2025

4. SUMMARY OF CONSULTATION RESPONSES

Tickton And Routh Parish Council

No reply

Wawne Parish Council

No reply

Beverley Town Council

No reply

5. PUBLICITY

Three objections from unaddressed emails and five letters of objections have been received in relation to the application from the following addresses:

- 45 Green Lane, Tickton
- Gleneagles, Main Street, Routh
- 10 Linley Close, Leven
- 6 Mere View Avenue, Hornsea

They have raised the following concerns:

- Since this application was made, numerous proposals for several farms have been submitted in this area. Each application, including this one, needs to be seen in the wider context as, collectively, the area is being swamped. This will lead to significant, long-term changes to the area. The award of a certificate of lawfulness should be delayed until further public consultation takes place.
- Since this project was first muted, the situation has changed. A number of recent applications have also been made. Taken collectively, if this project and others go ahead, the wider area will see significant impact. People living in the wider area should be consulted before this certificate is issued. For the moment, therefore, the certificate should be withheld.
- Concerns about the impact of this proposal to wildlife, the production of crops, the impact on air temperatures in this rural area and to the impact and safety using the already overstretched road networks while the project is built.
- Aswell as being farmed for crops these fields are home to a huge array of wildlife, in particular families of deer and foxes.
- Why can't solar farms be put on brown field areas or on the roofs of existing buildings instead of land that is actually being farmed. There are so many other options available without destroying our beautiful countryside and our ability to grow our own crops.
- People do not appreciate how absolutely colossal the areas are which are to be covered with solar panels, it's an absolute disgrace.
- People living in the wider area, as well as our elected local councillors, should be consulted before this certificate is issued.
- There is insufficient awareness amongst the public as to the reality of these solar projects, their size, their industrial character, and their destructive impact on the environment, including wildlife, communities and farming.
- Object to the granting of a Certificate of Lawfulness. While renewable energy is crucial for a sustainable future, it is important to acknowledge their hidden environmental impacts. These include consequences of manufacturing, installation, and disposal of renewable energy technologies, as well as potential impacts on ecosystems and communities.
- Solar farms will have an immense irreversible impact on the East Riding and its communities.

6. PLANNING ASSESSMENT

Legislative Background

6.1 The application is for the approval of a certificate of lawfulness for commencement of

works in accordance with Condition 1 of planning permission 22/00824/STPLF 'Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and erection of temporary construction compound'.

- 6.2 The case that has been presented suggests that the commencement of works is lawful for under Section 191 of the Town and Country Planning Act. Section 191(4) of the Town and Country Planning Act 1990 (as amended) ('the Act') states that "*For the purposes of this Act uses and operations are lawful at any time if:- On an application under this section, the local planning authority are provided with information satisfying them of the lawfulness at the time of the application of the use, operations or other matter described in the application, or that description as modified by the local planning authority or a description substituted by them, they shall issue a certificate to that effect; and in any other case they shall refuse the application*
- 6.3 The Planning Practice Guidance (PPG) outlines how Section 191 applications should be assessed by Local Planning Authorities and specifies that "*The applicant is responsible for providing sufficient information to support an application, although a local planning authority always needs to co-operate with an applicant who is seeking information that the authority may hold about the planning status of the land...*" ('Lawful development certificates'; para: 006; Reference ID: 17c-006-20140306).
- 6.4 The Courts have held that the relevant test of the evidence on such matters is 'the balance of probability'. The PPG also states that "*...if a local planning authority has no evidence itself, nor any from others, to contradict or otherwise make the applicants version of events less than probable, there is no good reason to refuse the application, provided the applicants evidence alone is sufficiently precise and unambiguous to justify the grant of a certificate on the balance of probability.*"

Applicants Case

- 6.5 The Agent has submitted supporting evidence in the form of a letter dated 9th July which includes a list of Appendices containing site photographs of completed works, material delivery notes, site induction forms, site attendance register and permit to dig. A site visit was undertaken on the 28th July 2025 and observed the access point, temporary compound, part of the access track, fence and three concrete substation bases.
- 6.6 It is proposed by the Applicant that it can therefore be said that the works are sufficient to constitute a lawful start.
- 6.7 The 22/00824/STPLF application for the 'Construction of solar photovoltaic development including solar panels, installation of sub-station, medium voltage power stations, battery energy storage containers, erection of perimeter fence and CCTV poles with associated access and erection of temporary construction compound' was Approved subject to 19 Conditions on the 8th July 2022. The Notice of Decision included five pre-commencement conditions.
- 6.8 For a lawful start to be made on this development, any pre-commencement requirements need to be agreed and as set out in s56 of the Town and Country Planning Act 1990, development is taken to begin on the earliest date on which any material operation comprised in, comprised in the development being to be carried out. Subsection (4)(d) confirms that any operation in the course of laying out or constructing a road or part of a road constitutes a material operation. Upon visiting the site it is clear that works that are comprised in the development have been undertaken.

Not only has part of the access track which runs along the existing access track that serves the host farm house has been constructed but also the access point, temporary compound, and concrete substation bases. These works are in accordance with the layout and position on the approved plans as shown of application 22/00824/STPLF. The approved plans being: Location Plan (Figure 02) received 08.03.2022, Proposed Site Plan (Figure 04) received 03.08.2022, Proposed Site Plan (Partial Sheet 04 (FIGURE 05.03 Rev B)) received 28.06.2022, Proposed Site Plan (Partial Sheet 5 (FIGURE 05.04 Rev B)), Proposed Site Plan (Partial Sheet (FIGURE 05.09 Rev B)) received 28.06.2022. Therefore, the constructed infrastructure on site is in accordance with the layout on the approved plans.

6.9 Applications for the discharge of pre-commencement Conditions 4 (Construction Environmental Management Plan), 5 (Scheme to treat and remove suspended solids from surface water run-off during construction), 6 (discharge of surface water), 7 (Construction Method Statement), 10 (Archaeology) were submitted in March- April 2025 and subsequently approved in April and May 2025.

- 25/30128/CONDET - Submission of details required by Condition 10 (Archaeology) of planning permission 22/00824/STPLF (Approved 24th April 2025)
- 25/30150/CONDET - Submission of details required by Condition 7 (Construction Method Statement) of planning permission 22/00824/STPLF (Approved 28th April 2025)
- 25/30151/CONDET - Submission of details required by condition 5 (Scheme to treat and remove suspended solids from surface water run-off during construction) of planning permission 22/00824/STPLF (Approved 28th April 2025)
- 25/30183/CONDET - Submission of details required by condition 4 (Construction Environmental Management Plan) of planning permission 22/00824/STPLF (Approved 20th May 2025)
- 25/30184/CONDET - Submission of details required by condition 6 (discharge of surface water) of planning permission 22/00824/STPLF (Approved 22nd May 2025)
- 25/40027/NONMAT - Non-material amendment to planning reference 22/00824/STPLF to amend the wording of condition 8 to allow for the completion of construction works that do not require abnormal load deliveries without the need to amend the CTMP (Approved 28th April 2025)

6.10 This application was received on the 10th July 2025, two days after the lapse of the planning applications expiry date. The photographs provided by the Agent shows part of the access track, improvement to site entrance, temporary compound, part of boundary security fencing and a substation base for one of the electrical buildings. The submission claims these works were carried out between 2nd June and the 8th July 2025. The Application is also accompanied with Material Delivery Notes (receipts – dated between 3rd June, 5th June and 10th June 2025), site induction forms for an on-site joiner, grounds worker, machine driver and trainee engineer in June 2025, site attendance register in June 2025 and a permit to dig on the 20th June and 27th June 2025.

6.11 No contrary evidence has been provided or received as a result of the period of consultation process. It is therefore considered that there is to be sufficient evidence

provided on the balance of probabilities, a material operation has been carried out and that planning permission 22/00824/STVAR has lawfully been implemented.

7. CONCLUSION

- 7.1 From the evidence provided and photographs, which have been verified by a site visit, the works carried out on the site are considered to be sufficient to constitute a material start. The Council has no evidence to suggest that these works were carried out after the 8th July 2025 when the permission would have expired.

8. RECOMMENDATION

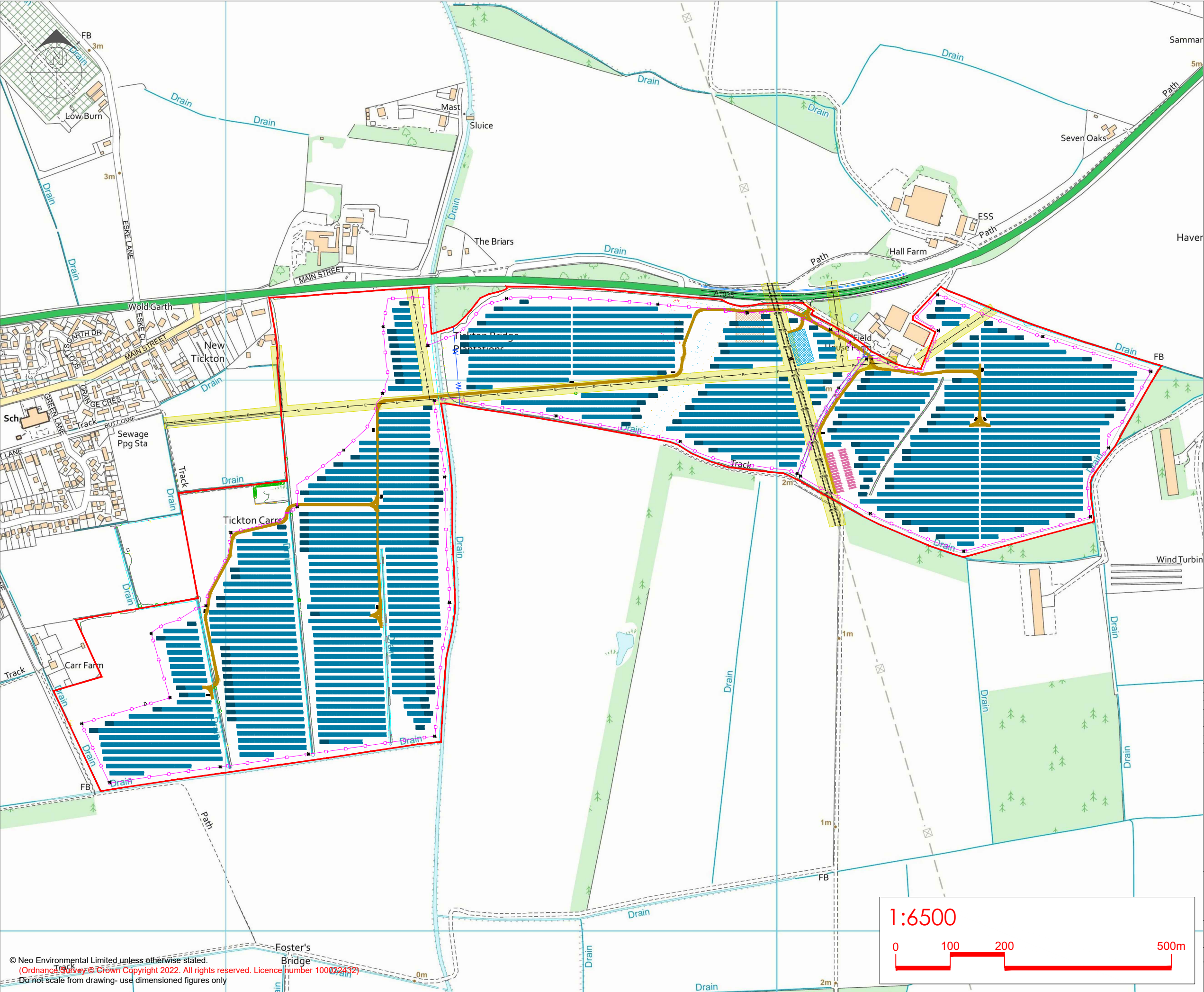
1. On the basis of the information submitted, it is considered that sufficient evidence has been provided to demonstrate that on the balance of probabilities, a material operation comprised in planning permission 22/00824/STPLF dated 8th July 2022 has been carried out and this planning permission has lawfully been implemented and is extant.

Report Agreed	Authorising Officer: JC & JM	Date: 4/9/25
Comments: Agree. Comments of residents noted, but this application looks only to assess whether a lawful start has been made on the application. Not to assess the planning merits of the proposal.		

Stephen Hunt
Director of Planning and Development Management

Contact Officer

██████████



- Key
- Development Boundary
 - Solar PV Array
 - Access Track
 - MV Power Station
 - Temporary Construction Compound
 - Substation
 - Battery Storage Containers
 - Fencing
 - CCTV
 - Gate
 - Overhead Line
 - Wayleaves
 - Existing Foliage

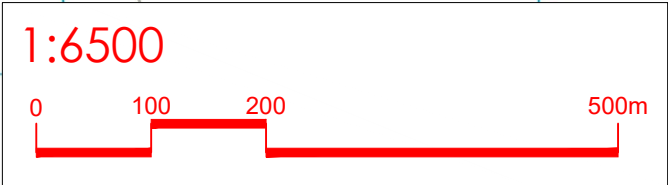
Drawn By: Jamie McGhee
Address: Wright Business Centre
1 Lonmay Road
Glasgow
G33 4EL

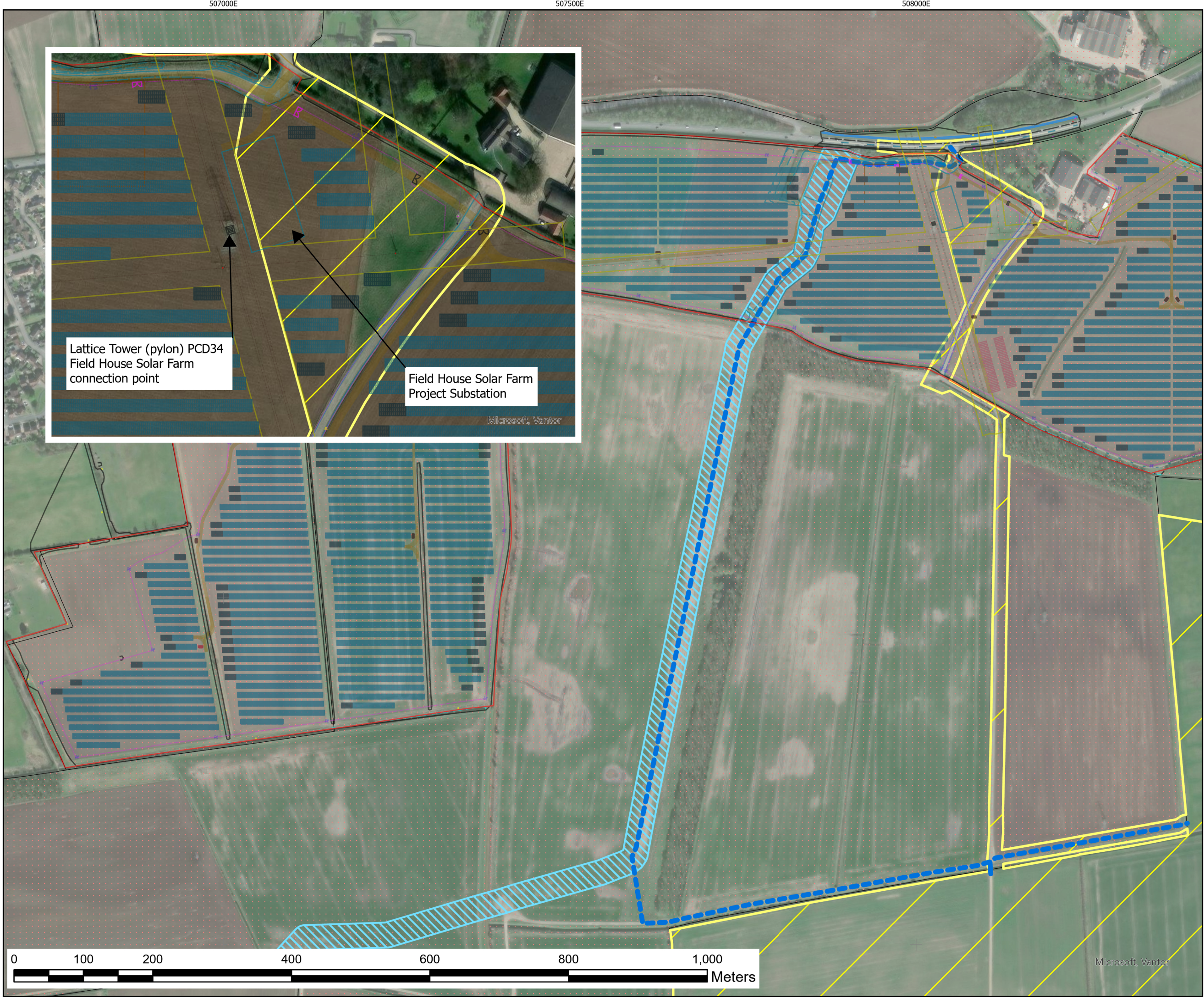
Ver.	Date	Comments
B	04/02/2022	Amendments to design
A	14/01/2022	



Warrington Office: T:01925 661716 E: info@neo-environmental.co.uk
Glasgow Office: T: 0141 773 6262 E: info@neo-environmental.co.uk
Naas Office: T:00353 (0)45 844250 E: info@neo-environmental.ie
Ballymena Office: T:0282 565 0413 E: info@neo-environmental.co.uk

Project:	Field House Solar Farm	
Client:	Albanwise	
Drawing:	Indicative Infrastructure Layout	
Project No.:	NEO00675	
Drawing No.:	NEO00675_0441_B Figure 4	
Drawn: JM	Checked: MM	Approved: PN
Scale:	1:6,500 @ A3	Revision: B
Date:	04 February 2022	





Legend

- Field House Solar Farm project boundary, with infrastructure set out as per Appendix 1b
- Albanwise Proposed Alternative Route
- Dogger Bank OWFs cable corridor
- Peartree Hill proposed Order limits, including Change Request 9 Application
- Albanwise Owned Land



Version note		
First Issue		
Drawing ref	Version	Date
PHS-003-001	1	29/10/25
Scale		Page Size
1:5,000		A3
Project		
Peartree Hill Solar		
Drawing Title		
Appendix 4 - Albanwise Relevant Representations submission		

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