

ExAQ3: Response by Albanwise (Interested Party Reference [REDACTED])

ExQ3	Question to:	Question:	Albanwise's response
General and cross-topic			
3.1.1	Applicant	<p>Statements of common ground (SoCG)</p> <p>Please provide the latest/ up to date (or signed and completed) versions of <u>all</u> SoCG with those parties as set out in section 3, annex B of the rule 8 letter [PD-009], as well as the latest/ up to date version of the Statement of Commonality. It would also assist the ExA for a SoCG, or a joint position statement, to be prepared between the applicant and Albanwise (those bodies as per [RR-054]) and submitted at the next deadline, to focus discussions at any upcoming hearings on any matters which remain in dispute.</p>	<p><i>Albanwise have been liaising with the Applicant to prepare a SoCG which will be submitted by the Applicant at Deadline 5.</i></p>
Draft Development Consent Order (dDCO) and other consents			
3.2.5	Applicant, Albanwise	<p>Sch 2, Part 1, R16 - The applicant has added this new requirement with the aim of minimising concerns raised around conflict between the proposed development and other consented development. The applicant highlights a similar provision in the Thurrock Flexible Generation Plant Development Consent Order 2022 (which the ExA understands to be at Sch 8, Part 8, paragraph 6).</p> <p>To Albanwise</p> <p>a) Notwithstanding the content</p>	<p><i>(a) Paragraph (d) is a welcome addition to Requirement 16. However, this should relate to any above or below ground infrastructure because the location of the Field House Solar Farm infrastructure has been fixed in the detailed planning permission for Field House Solar Farm and cannot be modified if the September 2027 connection deadline for Field House Solar Farm is to be met.</i></p> <p><i>In any event, while proposed Requirement 16 indicates RWE's willingness to co-operate so as to minimise the impacts of the Proposed Development on Field House Solar Farm, it does not include binding commitments to Albanwise so as to provide Albanwise with the certainty it needs that Field House Solar Farm will be able to proceed unhindered and be completed in time to meet its connection deadline.</i></p> <p><i>Requirement 16 therefore falls very far short of the mark of what is required to secure an investment decision on the Field House Solar Farm project and ensure certainty of delivery in accordance with the programme for the scheme to hit its 2027 grid connection date.</i></p>

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		<p>of your relevant representation in respect of the matter [RR-054], please provide your views on whether new R16 addresses your concerns further to the highlighting of where a similar provision has been used in another made DCO, and, should your concerns persist, provide any alternative preferred wording of the requirement for the consideration of the ExA.</p> <p>To Albanwise and the applicant</p> <p>b) Should the term 'reasonable endeavours' in R16(1) be specifically defined as it is in the Thurrock Flexible Generation Plant Development Consent Order 2022; and</p> <p>c) Should R16(2)(c) relate to the construction of, as well as the operation of, the Field House and Carr Farm Solar Farms?</p>	<p><i>A binding legal agreement is required which secures an access arrangement for Peartree Hill Solar Farm which enables both schemes to go ahead but, in particular, for the Field House Solar Farm scheme to go ahead uninhibited by the Peartree Hill development. Moreover, such agreement must include 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 Change 9 be accepted and those Plots be included in the Order.</i></p> <p><i>Without prejudice to the above, Albanwise's responses are as follows:</i></p> <p><i>b) As explained above, this wouldn't give Albanwise the certainty it requires.</i></p> <p><i>c) Yes.</i></p>
Compulsory acquisition (CA), temporary possession (TP) and related matters			
3.3.3		<p>Plot 2A-5</p> <p>The ExA notes the fixed layout of Field House Solar Farm (FHSF) within the area of Plot 2A-5, including the location of the substation near to a pylon it would directly connect to (Appendix 1b of [RR-054]). The ExA is</p>	<p><i>Albanwise agrees that it is unclear why plot 2A-5 is as large or extends as far into the Field House solar project as it does.</i></p> <p><i>RWE are seeking temporary possession powers over Plot 2A-5 for the purpose of creating an access track for use by its construction vehicles. However, given that the Outline Construction Traffic Management Plan [REP4-031] states that internal (construction site) access tracks will have a width of up to 4.5m (paragraph 3.3.4), the extent of Plot 2A-5, which is significant (14,509sqm / 3.6 acres and</i></p>

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		<p>unclear as to the reasons why the full extent of Plot 2A-5 is considered necessary by the applicant as it appears that there would be sufficient space through the plot for a construction access route which would avoid the substation location so as not to affect its</p>	<p><i>up to 130m wide) is wholly unjustifiable for that purpose. RWE made no attempt to hone it's design parameters before making its request for Change 9 so as to seek temporary possession powers only over the amount of land that is necessary for the purpose of creating a temporary access track. This is entirely contrary to the precept that the use of arbitrary powers, such as temporary possession powers, which interfere with human rights, must be proportionate and justifiable and fails to meet the statutory tests under s.122 of the PA 2008. In this regard, it is important that there are at least three alternatives: (1) Meaux Lane (which is not assessed to have significant adverse effects); (2) Dogger Bank cable easement route; and (3) the existing access track excluding Plot 2A-5 and surplus land take in Plot 2A-4 and subject to an interface agreement with Albanwise (see below). Where there are reasonable alternatives the necessity and compelling case tests cannot be made out.</i></p> <p><i>Of even greater concern to Albanwise, is the fact 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). As explained in the Relevant Representation, 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). Plot 2A-5 is therefore critical to the construction and operation of Field House Solar Farm and the entire generation capacity of the Field House Solar Farm (40MW) is contingent on Plot 2A-5 and the proposed substation and grid connection.</i></p> <p><i>It should be noted that while the above ground features of the FHSF are illustrated on the consented plans for the project, the underground cabling that will bring all the electricity and communications from all parts of the project back to the project's central substation are not. Whilst the precise layout of cables will be subject to detailed preconstruction design, what appears to be unoccupied ground in the vicinity of the substation will likely be utilised as main corridors for cables approaching the substation.</i></p> <p><i>The proposed taking of Plot 2A-5 has not been justified and would threaten a 40MW solar scheme which importantly would otherwise be delivered by 2027 and as such contribute to the Government's 2030 targets (see the 2030 Clean Power Action Plan) whereas the RWE scheme cannot be delivered by 2027. Even putting aside the tests for compulsory acquisition, it would be counter-intuitive to promote a solar scheme that damages another. There is no support for that in the national policy statements. Quite the reverse. The Government makes clear that good design means such schemes can co-exist. Change 9 is unnecessary, unjustified and contrary to policy and will only slow down renewable energy generation.</i></p> <p><i>Discussions between Albanwise and RWE, since the submission of Change Request 9, have considered designs of tracks and vehicle routing that could work with, and around the layout of the site. No design has yet been agreed but efforts to reach agreement are continuing. In addition to finding an acceptable design there are matters of traffic management, of setting movement priorities and other</i></p>

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			<p><i>interactions between the projects which are being negotiated. This is all with aim of ensuring that the projects can progress safely and without risk to meeting connection dates. No agreement on the designs, management methods and interface agreement has yet been reached continues to be worked on.</i></p> <p><i>Until an agreement is in place with the Applicant to limit their interest in plot 2A-5 and 2A-4 to acceptable overlaps with the layout of Field House Solar Farm and for the interaction to be safely managed the proposal for Change 9 remains unsafe, unworkable and presents unacceptable risk to the investment case for Field House Solar Farm, in addition to being unjustified in the context of compulsory purchase powers.</i></p>