

APPLICATION BY RWE RENEWABLES UK SOLAR AND STORAGE LIMITED (“THE APPLICANT”)

PEARTREE HILL SOLAR FARM DEVELOPMENT CONSENT ORDER (“THE PROPOSED ORDER”)

ALBANWISE LIMITED (“AL”); ALBANWISE SYNERGY LIMITED (“ASL”); ALBANWISE FARMING LIMITED (“AFL”); AND FIELD HOUSE RENEWABLES LIMITED (“FHRL”) (INTERESTED PARTY REF.: F04E592CD) (together “ALBANWISE”)

**POST HEARING SUBMISSION
SUMMARY OF ORAL SUBMISSIONS
MADE AT ISH3**

INTRODUCTION

1. The following persons appeared on behalf of Albanwise at ISH3:
 - (i) Mark Westmoreland Smith KC, Francis Taylor Building;
 - (ii) Fiona Barker, Solicitor and a Principal Associate at Mills & Reeve LLP;
 - (iii) Chris Banks, Renewables Development Manager, Albanwise Synergy Limited;
 - (iv) Gordon Buchan, Energy – Sector Director and Transport Consultant, Pell Frischmann; and
 - (v) Peter Scott, Technical Director, Nautilus Health and Safety Consultants.
2. Albanwise spoke principally to Agenda Item 2, in relation to Requirement 16 (“R16”). Albanwise indicated that whilst it may speak to Item 6 (Population), it had set out its position at CAH2 with regards to the impacts on its businesses. Given that indication, Agenda Item 6 was not substantively addressed at ISH3 and it is not, therefore, referred to below. Albanwise also indicated that it had set out its key submissions on transport and access (Agenda Item 3) at CAH2. Albanwise indicated that it did not intend to repeat those submissions and, as such, Albanwise’s post hearing submissions on CAH2 should be read in conjunction with these submissions.

SUBMISSIONS UNDER AGENDA ITEM 2

3. With regards R16, the ExA asked if there had been any further movement as to drafting agreed by the parties. Albanwise explained that there is a draft R16 being discussed between the parties that is further developed than the R16 included in **[REP5-004]**. For that reason, the detailed drafting of R16 was not discussed. Albanwise's position on R16 is set out in its Closing Statement.
4. The ExA asked a number of questions that picked up from CAH2.
5. First, it was asked whether the use of the Dogger Bank alternative would address all of Albanwise's concerns. Albanwise confirmed that it would, save for the safety issues at the access junction with the A1035 which would require further work and agreement in an interface agreement. Albanwise indicated its view that if the Applicant were to engage with the detail, the issue could be resolved.
6. Secondly, the ExA asked about the second access from the A1035 that serves Field House Farm. Mr Banks explained that the second access is principally used for farm traffic. It leads right into the centre of the business and residential buildings at Field House Farm. It is a lower quality track. It is not generally used by the residents as the entrance onto the highway is considered less safe than the other access. Mr Banks explained that farm traffic using the second access would simply move some of the conflict from the existing access to the secondary access.
7. Thirdly, the ExA asked about the number of HGVs using the access track and the extent to which conflict would actually arise given the low numbers. Mr Banks explained that the theoretical gap between vehicle movements for the combined construction traffic of both the Field House and the Proposed Development (as stated on page 11 of Appendix 2 of Albanwise's Written Representations **[REP4A-006]**) was so small (6 minutes) as to leave very little margin of error and increase the likelihood that vehicles would still meet within the constrained traffic area which lies immediately behind the junction with the highway. Mr Buchan further explained that if one assumed a linear arrivals and departures programme, there would be gaps in construction traffic arrivals and departures. However, where there are two different contractors, and competing programmes, neat intervals in deliveries etc just does not happen in practice. There is potential for arrivals at the same time and potential congestion. The junction has an acute angle and there is no intervisibility between the vehicles on the highway approaching the junction and those approaching the junction from the projects' side, effectively until either vehicle is at the hedge line which runs along the highway.
8. Fourthly, the ExA asked the Applicant about the impact of refusing Change 9. The Applicant said the impact would be significant and addressed the Dogger Bank alternative. Albanwise's response to this is set out in its Closing Statement (paragraph 16(iii)) and is not repeated here.
9. The ExA then asked if excluding Change 9 would mean that a quarter of the Proposed Development would not be delivered to which the Applicant said it would. That is

patently wrong given all the Proposed Development can be reached from Meaux Lane as explained in paragraph 16(ii) of Albanwise's Closing Statement.

SUBMISSIONS UNDER AGENDA ITEM 3

10. The ExA asked East Riding of Yorkshire Council whether it was satisfied with the access off the A1035. The response was that the access was acceptable for the Field House Solar Farm and used for Dogger Bank and so was acceptable for the Proposed Development.
11. With respect that fails to grapple at all with the question, which is, as explained by Mr Buchan, whether the access can cope with the interface between up to three projects and the existing farm and residential traffic. The Applicant has wholly failed to assess this and the safety concerns expressed by Albanwise's professional consultants relate to the interface of the schemes.
12. Mr Buchan explained that two vehicles cannot pass at the junction. The local highway authority said it was "*touch and go*" but the numbers do not require a junction assessment. Mr Buchan responded that this is not a junction capacity issue. It is a safety issue. The junction does not allow free movement of two HGVs in and out of that junction. It would require reliance on a banksman stood on the edge of the A1035, a 50mph road. It would also require a further banksman further into the site. But the CDM Regulations require risk to be designed out and the immediate reliance on banksmen without seeking a design which allows vehicles to pass fails to do this.
13. Whilst the ordinary position is that statutory consultee views should be afforded considerable weight, this is not a rule but a starting point. In this case it is clear that the local highway authority has not considered the detail of the access arrangements – such detail does not exist – and moreover it expressly said its views were based on the fact that the access had been consented for other schemes. However, it has not been consented on the basis of the cumulative impacts of schemes, nor the interface between schemes and it is this that gives rise to the concerns. In the circumstances, this is a case where less weight can be given to the local highway authority view.
14. Albanwise did not speak to any other agenda item.