



Hearing Transcript

Project:	Rosefield Solar Farm
Hearing:	Ômpulsory acquisition hearing 1 (CAH1) - Part 2
Date:	25 February 2026

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FULL TRANSCRIPT (with timecode)

00:00:05:12 - 00:00:41:17

Okay. The time is now 3 p.m. and it's time for compulsory acquisition. Hearing one to resume. We're now on agenda item six and updates on negotiations. And before I invite the applicant to provide an update on negotiations, I'd like to touch you on the examining authority's suggested use of the land rights tracker by the applicants, instead of its schedule of negotiations and powers of sorts. This was identified in the examining authority's procedural decision in NQF to our rule six letter examination library reference PD Dash 008.

00:00:42:05 - 00:00:48:20

Um, I'd just like to see if I can have any comments or points to raise on on the use of the Land Rights tracker, please. At this point.

00:00:49:18 - 00:01:03:09

James Dewey, on behalf of the applicant. Yeah. Yes. The applicant can confirm that it will be submitting the lands right track land rights tracker, um, as set out in the rule six letter at deadline one.

00:01:04:12 - 00:01:37:14

Thank you. Noted. Um, on to negotiations, then. Um. Oh, for the applicant, please. If you could provide a brief update on negotiations, and if you could start with perhaps stature undertakers in the first instance, including any progress with protective provisions, and particularly whether it's been any progress made since the applicant's response to its relevant representations, and also noting the progress made with National Grid electricity transmission, as set out yesterday in the preliminary meeting with the applicant.

00:01:37:16 - 00:01:38:06

Thank you.

00:01:41:07 - 00:01:45:03

Thank you sir. Richard Griffiths, on behalf of the applicant. Um,

00:01:46:26 - 00:01:53:01

so I'll go through the relevant, uh, statutory undertakers. Um, so first of all, Anglian Water,

00:01:54:20 - 00:02:39:04

uh, we consider that both section 127 and section one, three, eight of the act are both engaged. However, the applicant is currently negotiating bespoke protective provisions with Anglian Water,

which would be included in the draft DCO. Those negotiations are ongoing at the moment. We fully anticipate that to reach agreement during the course of this examination and once those provisions are in place, then we consider that the Secretary of State will be satisfied as to the, um, there will be no detriment to the carrying on of that undertaking, and therefore one, two, seven will be satisfied

00:02:40:21 - 00:03:14:21

in terms of British Telecom, British Telecom. Section 127 does not apply, but section 138 is engaged. The British Telecom have um, uh, we understand that uh, British Telecom are working through Openreach and we are in negotiations with Openreach regarding bespoke protective provisions with them. Once those have agreed, then BT and Openreach will have the necessary security over their assets.

00:03:15:03 - 00:03:22:09

Um, and will hopefully reach agreement with Openreach. Um, in short order.

00:03:24:26 - 00:03:28:18

In terms of Buckingham and River Internal Drainage Board,

00:03:30:12 - 00:04:00:28

section one, two, seven is not applicable. At section 138 is engaged. The applicant has agreed protective provisions with the Internal Drainage Board, and they will be included in the. Are they they already are included in the Draft development Consent order and therefore, um, their assets are protected. The Environment Agency um does not have any assets, uh, within the order land.

00:04:01:00 - 00:04:36:21

And therefore, once you serve in one, three, eight are not engaged. And they've also confirmed they do not require any protective provisions. Giga clear. Limited. Uh, section 127 is not engaged. Uh, but section one, three, eight is uh, we have provided giga clear with their with the standard protective provisions for telecommunications. Um, we, um, they've confirmed in December last year they do not require anything bespoke. So we consider that to be closed and they can rely on the the standard, uh, protective provisions.

00:04:38:03 - 00:05:12:01

National grid electricity distribution. East Midlands plc, both section 127 and 138 are engaged. Um, the, uh, um, as of this month, we have agreed protective provisions with National grid electricity distribution, East Midlands and um, therefore, uh, Secretary States can be satisfied that there have been no detrimental impact to their undertaking. And those protective provisions would also apply to National Grid Electricity Distribution plc.

00:05:14:06 - 00:05:44:19

National grid Electricity transmission inkjet section 127/138 are both engaged as I. As referenced earlier, we are in negotiations with National Grid over their bespoke protective provisions, and we anticipate we will be reaching agreement with National Grid during the course of this examination and will keep the examining authority updated. And once those have agreed again, the Secretary of State can be satisfied there would be no detriments they are undertaking.

00:05:44:26 - 00:06:12:06

I've already mentioned Openreach Scottish and Southern Energy Power Distribution section one through eight is engaged. Section 127 is not engaged. Um. Scottish and Southern have confirmed to us they do not require, uh, bespoke protective provisions, and they will rely on the general electricity generation, um, protective provisions, uh, to protect their assets.

00:06:13:22 - 00:06:32:16

Thames Water, both section 127 and 138 are engaged. Uh, Thames Water uh, in January provided us with their preferred protective provisions, and we are currently in negotiations with Thames Water on those protective provisions.

00:06:34:09 - 00:06:55:25

UK Power Networks Limited. Um, section 138 is engaged. Section 127 is not engaged. Um UK pm had provided us in January with their um, uh, requirements, and we are currently negotiations with them over what would likely be a commercial agreement between US and the UK,

00:06:57:13 - 00:07:29:21

and we'll keep you updated on the status of that and hopefully completion in short order. And then Vodafone Limited only section one through eight is applicable, and we entered into a private agreement with Vodafone at the end of last year. And therefore we are now in agreement with Vodafone over their assets. And there'll be no, um, amendments to the DCO as, as a result of that agreement. Well, well, obviously all of that.

00:07:29:23 - 00:07:39:19

What I just said would be, uh, provided in a statement in the status of negotiations with statutory undertakers, uh, for deadline one.

00:07:41:05 - 00:08:05:03

Thank you. Um, there are a few, clearly, uh, a few negotiations, still ongoing provisions to be agreed. Just to stress the point, we would clearly like progression on those particular provisions before the close examination. Clearly, we can't take on board any agreements that are made after that point. So just to stress that point, please, we urge every effort between all the parties to to procrastinate negotiations.

00:08:05:15 - 00:08:22:28

Thank you, sir Rich Gibson. Absolutely. And we are working very hard to reach agreement as quickly as possible. As you've already seen, we have made good progress with many of those. Undertakers. There are probably about half obviously outstanding, and we're working very hard to get those agreed as soon as we can during this examination.

00:08:24:08 - 00:08:28:24

Thank you. In relation to Thames Water, um.

00:08:30:28 - 00:08:36:14

Will they be added to the book of reference in the deadline? One updates.

00:08:37:12 - 00:08:38:28

I didn't hear the question. So sorry.

00:08:39:00 - 00:08:46:08

Sorry. Thames Water I don't think appear in the book of reference at the moment. Will that be updated to reflect their interests at that time? One.

00:08:53:23 - 00:09:23:27

Richard Gibson, part of the applicant? Yes. We are just discussing with them where their assets are in terms of protection, to clarify the positioning with the order limits and the order land. So whether they'll go in at deadline one or whether that takes a bit longer. We are looking into that in terms of their type, the precise location. Um, it may be we are protecting the asset, but it's not actually falling in the order land, so we just need to work with them on that. So it might be a deadline.

00:09:24:03 - 00:09:31:08

It may not be, but we will. When we reach a landing on the location, we will inform the examining authority.

00:09:32:03 - 00:09:55:10

Thank you. So we'll take that as an action point. Just to add to that as well. Um, volume three in the s, this is figure 5.1 and that's document reference app Dash 065. That's the desk based study of existing utilities. Again doesn't currently reflect any of tons of water assets. So if it transpires that needs to update it would welcome that update as well, please. Thank you.

00:10:01:03 - 00:10:22:02

Again, on the book of reference, I'm referring back to StarCraft UK limited interest and the sun's going to be updates to the book of reference at deadline one. If the affected person submits the form, the questionnaire in good time. Is that is that correct? James Dewey, on behalf of the applicant.

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

We now.

00:10:22:21 - 00:10:23:09

Have.

00:10:23:17 - 00:10:38:04

The return form from StarCraft. And actually the Land registry details have been updated to show their interest. So yes, at deadline one, StarCraft will be included in the book of reference and added to the plot.

00:10:39:05 - 00:10:45:08

Thank you. And are there any other discussions with StarCraft in relation to protective provisions or any other form of agreement?

00:10:45:21 - 00:11:20:12

Richard Griffiths on the applicant. Yes. Um, so we um, we are in discussions with StarCraft and we consider that the most appropriate form relating to their cable rights, which are under their planning application submitted to the local authority society, comes into play at seven two. Um, that, uh, the best form of, uh, cooperation because they're seeking cable rights in 72, we're seeking cable rights of 17. So the two can coexist is a interface and cooperation agreement rather than protective provisions.

00:11:20:18 - 00:11:53:03

Um, because obviously, uh, we need protection as well. And we can't do that under there. Should they get, I should say, planning permission. So, uh, an interface agreement is the appropriate form. And so we StarCraft have agreed to that. And so we are in active discussions with them over that interface agreement. Uh, as I say, the the overlap is purely under the plan application, a small sliver, uh, in the northwest corner of plot 72. Um, and it's cable rights, which we require as well in that plot.

00:11:53:05 - 00:11:59:02

So there's no reason why the two cannot coexist. Um, hence the Cooperation and Interface agreement.

00:11:59:26 - 00:12:01:28

Thank you. That's that's helpful.

00:12:05:20 - 00:12:10:12

Um, moving on then, to negotiations with other affected persons.

00:12:11:26 - 00:12:39:02

James Dewey, on behalf of the applicant. Um, first of all, sir, if I can just confirm. Um, we've looked into the white land point that was raised earlier, and I can confirm that it is only the one parcel which is the East Clayton Road. Um, parcel. So that was the only white land. Although, um, as Mr. Griffith set out earlier, that plot 76 will be turned to white at deadline one. So that will be included. So there'll be two by that point.

00:12:39:04 - 00:12:39:27

Thank you.

00:12:40:05 - 00:12:56:01

Um, I can also confirm that at deadline one. Um, we'll also be updating the book of reference to remove Mr. Fowler from the book of reference. Um, because he no longer has interest in the land, he surrendered his interest.

00:13:07:07 - 00:13:07:25

Thank you.

00:13:08:07 - 00:13:42:23

I'll continue on to the on to the other the other land interest. So, um, we've already heard, um, regarding the Claiborne estate. Um, that, um, the majority of the land on which the sale of farm is constructed is in the ownership of the Claydon estate. Um, and the applicant has an option agreement in place with the estate that will enable the construction and occupation of the land for the solar farm project, the Claridge's. Um, are tenants who occupy land owned by the Claydon estate.

00:13:43:20 - 00:14:15:22

Um. That is required. Some of that land is required for the delivery of the solar farm. Negotiations have been held between the estate and the carriagees. Regarding the land swap agreement, which will provide vacant possession of the land required for the solar farm in exchange for a similar land area with them. Heads of terms were agreed in September 2025, and both parties solicitors are well advanced in completing the legal agreement in that respect.

00:14:16:06 - 00:14:25:20

Um, the applicant that has worked with the estate in terms of their discussions with the Claridge's and we've had a number of meetings with the Claridge's to update them on the project.

00:14:28:08 - 00:14:40:10

Thank you. Just a quick clarification at that point. The land swap agreement is that the same as the relocation agreement? In a similar manner as to what is being discussed with Preston Farms? It's the same concept that you're referring to there.

00:14:40:21 - 00:14:45:09

James, on behalf of the applicant. Yes. Um, yes. An exchange of land.

00:14:45:15 - 00:14:46:08

Thank you.

00:14:49:06 - 00:15:20:03

Mr. Ives in relation to the. He's the freehold owner of plot 711. Land is required for the abnormal indivisible indivisible load. So the ial access. So this is land required during a limited period during construction for the delivery of substation parts and large, large, large objects. Um, and then there will be a further requirement if there's any sort of replacement required over the 40 year, 40 year period.

00:15:20:13 - 00:15:40:18

Um, we've had a series of negotiations with Mr. Ives, as set out in the negotiation tracker with a view to reaching an agreement. Um, but to date, an agreement has not been possible due to difference in respect of the commercial terms. Um, we'll continue to seek an agreement throughout the examination period, and those negotiations continue.

00:15:44:13 - 00:16:01:16

National grid in in respect of plot seven eight. There is a requirement for a potential requirement for a cable easement across this land in order to connect the Rose field project into the proposed or the existing substation.

00:16:03:05 - 00:16:32:06

As mentioned earlier, we're currently unaware of that connection point. We're not exactly sure we're exactly entirely where that cable route will need to go. So we're seeking seeking rights across the land. Um, as National Grid set out in their letter on the 9th of January, which was submitted to yourselves, and particularly paragraph 6.2, um, they set out that it is feasible that an agreement can be reached for that easement, and we agree with them. And those negotiations continue on that basis.

00:16:36:04 - 00:17:09:20

We've already spoken about, uh, plot 72 and StarCraft. Um, that plot is actually in the freehold ownership of the Mister Bulman. Um, we have submitted heads of terms to Mr. Bulman. It's not yet agreed. Because of the issues of statecraft and how all the parties interplay in that respect. But we are in negotiations with Mr. Pullman's agent in that respect, and those negotiations continue. And we we anticipate an agreement being reached before the end of the examination period.

00:17:16:01 - 00:17:44:29

Finally, we've got the Corpus Christi College, the University of Oxford, who are the freehold owners of plot 82. The plot is required for road widening. We've been in negotiations with their agents acting for the college. Um, as per the negotiation tracker, heads of terms have been issued and negotiations over commercial terms are continuing at the moment. And again, we're seeking to reach a negotiated settlement during the examination process.

00:17:46:16 - 00:17:47:01

Thank you.

00:17:48:16 - 00:17:56:22

And again, just just to stress the point, we welcome every effort to progress negotiations as far as they can be during the course of the examination.

00:18:01:22 - 00:18:20:05

The book of reference identifies a number of unknown parties. Um, I'd be interested to hear from the applicant if there are still steps being taken to try and identify those unknown parties and engage with them.

00:18:21:11 - 00:18:45:10

James Dewey, on behalf of the applicant. Yes, we continue to carry out land referencing exercises. Um, look at updates to Land Registry throughout the process. Um, we will continue to put signs and, um, signs up on site to try and identify those, those landowners, and that will happen. Um, throughout the examination process. Um, as would be the normal case.

00:18:46:02 - 00:18:46:27

Thank you.

00:18:50:29 - 00:19:10:26

The schedule of Negotiations and Powers sorts doesn't specifically mention Buckinghamshire Council, although table two does identify plots within the highway over which rights of sorts. Are there any negotiations ongoing with Buckinghamshire Council on those plots?

00:19:12:13 - 00:19:25:11

James Stewart, on behalf of the applicant. I'd need to come back and confirm this, but I believe that any of the works being undertaken will be in respect to highways and will be done under under the highways provisions and the discussions.

00:19:26:02 - 00:19:30:23

Thank you. Does the council have their comments raised?

00:19:31:26 - 00:19:32:18

Thank you sir.

00:19:34:05 - 00:19:42:27

Daniel Gazelka for Buckinghamshire Council. Yes. I'm not aware of anything else, but we can always clarify that and come back to you for the case.

00:19:43:17 - 00:19:47:20

Thank you. If you could please by deadline One as a as an action point. Thank you. Of course.

00:19:55:18 - 00:20:08:16

Okay. That draws my questions on negotiations to a close. Are there any affected persons who wish to respond to any of those points raised by the the applicant which is heard?

00:20:13:05 - 00:20:14:18

I can see no hands.

00:20:17:23 - 00:20:43:10

Okay. Um, before we move on to the next item of the agenda, then, which is the action points, um, I'd just like to return to those parties who had raised a desire to speak earlier on. Um, at the start of the, of the hearing. Um, if we start with, um, Mr. Smith, please, Mr. Smith MP.

00:20:47:12 - 00:21:32:03

Thank you. Um. Uh, sorry. Alan Turner, representing Greg Smith, MP for Buckinghamshire. Um, as I mentioned earlier, I just have a brief statement Mr. Smith wishes me to read out, um, which is as follows. The compulsory purchase of farmland to enable industrialisation. The open countryside is clearly undesirable and should require the most stringent examination to justify such actions, particularly when this is not for environmental benefit but rather commercial profit.

00:21:32:24 - 00:22:20:29

The national food chain relies heavily on small scale farms, which cumulatively are an essential contributor to national food security aims. Of course, it must also be remembered that these farming families, under threat of compulsory purchase orders, face losing their livelihoods and in some instances, potentially losing their homes. Therefore, it is absolutely critical that when weighing the balance, that is, does the benefit outweigh the harm that full consideration be given to the plight of those farmers? The families of some of them might well have worked for the land for generations now, facing the possible disruption of their way of life.

00:22:21:06 - 00:22:51:05

Such considerations should be of depth rather than cursory or superficial in nature. In regard to this application. I am of the firm belief. The benefits most certainly do not outweigh the harm, and I urge that any proposals for the compulsory purchase of farms are refused. That's the end of the brief statement. Thank you for allowing me to make that.

00:22:51:29 - 00:22:57:20

Thank you, Mr. Turner. Um, does the applicant have any response to the points raised?

00:22:57:22 - 00:23:30:17

Yes, sir. Thank you. Richard. On behalf of the applicant, I think there are three key points there. First of all, on the stringent examination, this is precisely what this form is. Uh, as has been demonstrated so far this morning. Um, and affected persons. Uh, can can, um, can take part in this examination as has also taken place today. Secondly, um, the reason why one of the reasons why this site was um, has been identified and chosen is to minimise compulsory acquisition.

00:23:30:19 - 00:24:01:24

There is a primary landowner over which the majority of the solar PV generating station is to be located. That primary landowner has entered into a voluntary agreement With the applicants, thereby minimising the need for compulsory acquisition. Any other site may well require what may end up with no voluntary agreements over the land. So that is precisely one of the reasons why the applicant has chosen this site.

00:24:01:26 - 00:24:35:11

Is the minimisation of compulsory acquisition as the primary landowner has entered into that voluntary agreement. And then the third key point on the benefits. As I'm sure Mr. Smith MP will know. The national policy statements have been adopted by Parliament and the critical national priority infrastructure, which solar is declared as one of those pieces of infrastructure is in national policy, and the urgent need for that critical national priority infrastructure is clearly set out in there and gives the examining authority clear direction.

00:24:35:13 - 00:25:05:22

That is not for this examination, it is for government, it is for Parliament. And I am sure that Mr. Smith will raise that in future debates in that forum. But the clear benefit is set out in National Policy Statement, of which the examining authority will no doubt adhere to. When you are weighing up and assessing whether there are any exceptional circumstances that outweigh the identified benefit and need in that in those policy statements. Thank you.

00:25:07:03 - 00:25:10:12

Thank you, Mr. Turner. Did you want to?

00:25:11:09 - 00:25:39:02

Yes. Thank you. Just to if I may come back on one point there that Mr. Smith is on record on many, many occasions expressing his view with regard to the inefficiency of solar panels and strong support for alternative forms of energy, um, production. So, um. Yeah. Thank you.

00:25:39:26 - 00:25:41:06

Thank you, Mr. Turner.

00:25:43:25 - 00:26:14:05

Richard Gibson. I just want to go back. Not on that point, but actually it's further in the statement. Um, I think it's also worth remembering that, um, in this application, as we just heard from Mister Jury, is that, uh, in respect of the Claridge's, there is a precedence. There is the Claydon estate on that freehold where their tenants, uh, a land swap deal is being discussed and agreed to enable their respective businesses to continue to operate.

00:26:14:11 - 00:26:43:16

Um, so that is a critical point. And in respect of this render that Mr. Jerry mentioned, Mr. Felder, um, Mr. Fellowes retired from his business. Um, and, um, and so, um, in terms of the compulsory acquisition of the freehold, um, in our view, and as set out in the assessment of the environmental statement, um, there will be no adverse effects on the on on on on on businesses.

00:26:45:06 - 00:27:02:15

Notice. Thank you. Um, we also had Mr. Jordan. Is that right? Mr. Jordan, just to confirm, you're not an infected person, but you would like to speak in relation to compulsory acquisition. Is that correct? Correct. Okay.

00:27:04:12 - 00:27:36:25

So, uh, doctor Chris Jordan, I'm a resident of East Claydon and a member of East Claydon Parish Council, but I'm speaking on behalf of myself in this occasion. Um, so just to start with, if I may, for the avoidance of doubt, I'd just like to dissociate myself from comments in the relevant representations that are 0040 by another, apparently Chris Jordan, which purports to favour the development. I just want to make clear these are not my views.

00:27:38:18 - 00:27:59:06

Um, but moving to the specific issue of compulsory purchase orders, I believe I reflect the view of many residents that were this right to be granted to the applicant, it would have very serious implications for local agriculture, the local economy and the communities across the area, both in the short and the long term.

00:28:00:27 - 00:28:24:11

We have a remarkable group of local farmers who over generations have learned how to manage the local land. They are experts in that management, but also they have adopted an approach to agriculture that is high on animal welfare and encourages biodiversity. You heard from Mr. Turner yesterday as just one such example.

00:28:26:10 - 00:28:57:18

Already we have seen one tenant farmer evicted in in anticipation that the development would proceed. As a result, we have lost the excuse me, Accumulated generations of knowledge and skill in managing the land. Importantly, we've also lost a family that was closely integrated in the community and provided services to it. The interdependencies of local farmers and the local community cannot be overestimated.

00:28:59:01 - 00:29:31:09

Agriculture has shaped the landscape. Small fields and extensive hedgerows are classic examples of this area of north Buckinghamshire. Employment services from suppliers and contractors are all

dependent on local agriculture. The applicant's counsel has commented that there are employment benefits in the project, and that land use has been maximised. I disagree. I would contest this, not least because agriculture has been neglected.

00:29:32:03 - 00:29:40:21

The claimed employment benefits of the scheme are largely during construction period, when a largely itinerant rather than local workforce would be employed.

00:29:42:11 - 00:29:54:28

Permanent local employment during the operational phase would be relatively limited in number and needs to be set against the loss of existing employment, which doesn't seem to have been considered in detail.

00:29:57:23 - 00:30:26:00

The applicant appears to have paid scant regard to the importance of agriculture in the area. Indeed, you will note that document 6.4. Environmental statement, volume four. Appendix 14.1, which is the list of commercial operations and businesses within the community study area. And that's founded. App 130. It makes no reference to any agricultural business in the area.

00:30:27:29 - 00:30:43:26

Paradoxically, if one searches the document, apart from the highly highly valued farm deli in Winslow, the only reference to form the word form. Is the Rosenfield Solar farm, which of itself is a contradiction in terms.

00:30:45:25 - 00:31:15:04

That list doesn't include even Preston Farms, which, as you've heard, together with its sister company TCS Biosciences, excuse me provides a central and irreplaceable pillar to the NHS, pharmaceutical and biotech industries. Notwithstanding today's discussions, excuse me, this is an extraordinary omission, reflecting the applicant's reluctance to recognise the importance of local agriculture.

00:31:17:09 - 00:31:37:17

Given the applicant's apparent lack of interest in or understanding of local agriculture, in particular the critical value of Preston Farms, I have grave concerns that if the inspectorate were minded to grant CPO rights, the future of agriculture, both short and long term, would be seriously undermined.

00:31:39:21 - 00:31:58:24

I regret to say that the applicant's counsel's comments today only served to reinforce the view that there is little understanding of animal husbandry, biosecurity, impact of stress on animals and overall management of the land, especially the effects that would occur during the construction period.

00:32:00:13 - 00:32:22:11

Granting an energy company rights to acquire such a large area of agricultural land poses the question as to what does the future hold for that land? What safeguards would there be to prevent the applicant from selling on the land to a third party? And what are the genuine prospects for the return to agriculture use during decommissioning?

00:32:24:04 - 00:32:51:15

Finally, as we have already lost a valued tenant farmer, um, mention has been made that a number of interested parties are not in a position to make public comment Compulsory purchase of the land would seal the fate of others without the opportunity for adequate redress, and with its loss of generations of expertise, knowledge and established interdependencies for communities.

00:32:53:01 - 00:33:29:01

Some of those attendants of the principal landowner, to which has been made mention that a voluntary agreement has been arrived at, but those tenants have not had the opportunity to enter into voluntary agreements themselves. So the loss of these farmers would be a permanent loss and a sad legacy. So in conclusion, sir, I question the suitability of an energy company as a custodian of valuable agricultural land, its associated economic value, local and national, and its associated heritage.

00:33:29:25 - 00:33:41:24

I respectfully suggest that it would be inappropriate to allow CPO writes the applicant, given the implications for the legacy that it would leave. Thank you for giving me the opportunity to speak.

00:33:42:25 - 00:33:57:19

Thank you, Doctor Jordan. I'm with the applicant. I'd like to respond to those points, including the point that some affected persons may not be able to engage in the process due to the status of their negotiations. Please.

00:34:02:25 - 00:34:25:28

Thank you. Sir. Richard Griffiths, on behalf of the applicant. Um, just I'll just take various points. Um, and, uh, no doubt we'll see that in writing and we can respond more fully in writing. Uh, first of all, reference to an eviction. That is wrong. It needs to be put on record. That is wrong. Um, as I mentioned earlier, a tenant farmer surrendered.

00:34:27:16 - 00:35:07:10

Surrendered his tenancy tenancy agreement, and, um, so that word is incorrect. Secondly, uh, the scheme is for 40 years. So and as has been determined by the Secretary of State in a recent development consent order determinations. Uh, that is a temporary, uh, class as temporary. And as the application clearly sets out, uh, at the end of that 40 year period, the land would be returned to the landowner where there were leases in place.

00:35:07:12 - 00:35:41:00

So obviously the job site at the moment is under lease from the Claydon estate that will be returned to the relevant landowner for that landowner to do as they wish with their own land and potentially return it back to farming as they wish, as indeed the Clayton estate can do anything they want to do with their land. Now they don't need to farm it and do. They don't farm all their land. So it is a the land will be returned. The landowner is the principal point for them to return back to either farming or whatever is acquired in 40 years time.

00:35:41:16 - 00:36:24:17

In respect of the environmental statement does also assess both agricultural building businesses and non-agricultural businesses. In chapter 14 of the environmental statement, which the population

chapter and in respect of agricultural businesses, the environmental statement identifies that agriculture those agricultural land holdings as a very high receptor. We accept it's a very high receptor, but the magnitude of change is minor and concludes there will be a temporary or permanent slight adverse residual effects on those businesses, partly due to, as I mentioned, this land swap agreements and also the mitigation measures secured in the various management plans.

00:36:24:24 - 00:37:04:02

The non-agricultural businesses are also referred in there, and again it classes them as a um High value receptor. High or very high. It concludes, and again, for the reasons I've set out. Concludes a slight or negligible impact. So the assessment is in the environmental statement. I would also highlight that in terms of BMV land, this application only contains 1.5% of best and most versatile land, which is extremely low for project of this size compared to others that have been either consented or going through the going through the system.

00:37:04:13 - 00:37:14:14

And that has to be also taken into account. So we'll obviously look at the full representation when it comes through, but those just are some quick points in rebuttal. So.

00:37:17:03 - 00:37:17:18

Thank you.

00:37:17:20 - 00:37:22:00

Apologies. Are you asking me that question. Apologies about affected persons.

00:37:22:13 - 00:37:28:21

Point affected persons potentially not being able to engage due to the status of negotiations? Yes, please. Yeah.

00:37:28:28 - 00:38:01:29

Richard Griffiths on the applicant. Apologies. I had it written down. I missed it. Um, any affected person, uh, can appear at this hearing and submit relevant representations and written representations. I can confirm there's nothing in agreement between the applicants and those affected persons to prevent them from speaking at this hearing, uh, to air their their views. Um, so, uh, we consider this as an open forum, round table Q&A effectively by yourselves.

00:38:02:01 - 00:38:17:27

And, um, uh, it's an important part of the process. Uh, and, um, as I said, two persons can make their own decision as to whether or not they wish to appear as indeed, we have heard from one today. Thank you, sir.

00:38:19:22 - 00:38:22:10

Thank you. Um, we have a hand.

00:38:27:12 - 00:38:49:09

Thank you sir. Uh, Helen Hamilton, on behalf of the Clayton Solar Action Group. Just in the light of the discussion, disagreement over whether a tenant was, uh, surrendered their lease or was evicted, perhaps this could be clarified if the applicant were to disclose the terms of that surrender.

00:38:53:10 - 00:39:11:02

James Dewey, on behalf of the applicant. Um, I'll take some further advice, but, um, I think those terms are probably personal to that landowner, um, in that respect. So I'm not so sure it's something that we would be rightful to disclose in this, in this forum.

00:39:15:28 - 00:39:16:22

Thank you.

00:39:19:28 - 00:39:29:19

Okay. So before I move on to the action points, are there any other persons who may wish to speak at this point in relation to compulsory acquisition?

00:39:32:01 - 00:39:36:12

If you could introduce yourself, please, and set out whether or not you have any interests in the land.

00:39:37:10 - 00:40:02:10

Good afternoon, Sir Steve Tyler, resident of Botolph Claydon. I have absolutely no interest in any of the compulsory acquisition land. However, I can categorically say that Mark Fowler did not surrender his tenancy, not on a voluntary basis. I would advise the applicant to come back with something that clarifies that. Thank you.

00:40:02:21 - 00:40:03:16

Thank you.

00:40:06:03 - 00:40:08:29

Would you like to do with that now on James.

00:40:09:04 - 00:40:24:10

James, on behalf of the applicant. Um, we will see what we can put into writing and submit that that doesn't breach any sort of confidentiality in terms of the terms of of the agreement that was reached in that respect.

00:40:24:16 - 00:40:30:21

Thank you. I think I've seen written response deadline. One would be helpful if, you know, as far as you can take that in terms of what can be shared. Thank you.

00:40:33:12 - 00:40:41:22

Okay. Um, moving on then to the next agenda item, which is the action points.

00:40:43:13 - 00:40:46:18

Hopefully the applicant has been compiling a list.

00:40:50:18 - 00:40:51:03

Yes.

00:40:51:05 - 00:41:21:06

Please. Yes. Apologies, sir. Don't expect. Um, I was expecting, uh, some examining thought is, uh, deliver the actions themselves, but we have got an action list, um, for you, sir. So, um, the applicants. So. Action one. Um, we will include in the land plans a footnote to clarify how the temporary possession power works and identify the relevant section of the Statement of Reasons to Guide people, guide effective persons to that paragraph. Action two.

00:41:21:13 - 00:41:59:11

The applicant will submit the National Trust letter that I read out earlier today. Um, at deadline one confirming deniability of their land. Action three we will. We've already I think we've already dealt with action three confirmed the list of white lands in the land plan. So that action has been struck off. Action for um, the applicants will confirm, um, the position in relation to work number ten in respect, which is the green land on the land plans and mitigation and or enhancements, uh, noting particularly the public rights of way

00:42:01:00 - 00:42:27:03

action. Five, we will confirm how we've had regard to private loss and minimise that in action six the applicants will update the relevant management plans to include measures accommodating Preston Farms TCE Biosciences, and we will look to share wording in advance with the affected persons. Action seven

00:42:28:21 - 00:43:06:00

if we can by deadline one, we will confirm whether Thames Water is included in the beer book of reference. Sorry or not. That does require us, as I said, to look at the relevant utilities maps. But we will, um, update you either way. Action eight is for the local authority. Um, to confirm, um, there are no negotiations. Go on. Going in relation to the highways interests and action nine. The applicants see what it can print in writing in respect of the respecting commercial commercial the commercial deal that's been agreed in respect to Mr.

00:43:06:02 - 00:43:06:21

Fowler.

00:43:09:00 - 00:43:26:02

That pretty much reflects the list that I have in front of me as well. Just to clarify the point around, um, private loss that was provided with information on design changes and compensation and measures that have been taken to mitigate that and minimise that. Is that correct? Yes, yes. Thank you.

00:43:34:05 - 00:43:49:25

Because of the cancel, I just wondered. One other thing I've got on the list is something about the width of cable routes. I don't know if I missed that in the discussion just then, but I think you asked about the relationship between the overall corridor and then what would actually be used.

00:43:50:24 - 00:43:53:13

I did indeed. Yes, the cable corridors.

00:43:54:21 - 00:43:57:24

Thank you. We will. We'll just add that to our list. Thank you very.

00:43:57:26 - 00:44:01:10

Much. Thank you, Mr. Scott, because I'll go. Okay.

00:44:13:23 - 00:44:24:00

We'll look to publish the final list of action points as soon as possible after the close of the hearing on the on Infrastructure planning website.

00:44:26:26 - 00:44:37:03

Okay. Moving on to the next item, which is, uh, next steps and closing before I do close. Are there any final points that anybody wishes to raise in relation to compulsory acquisition?

00:44:40:08 - 00:45:12:15

I can see no hands. Um, just to confirm, then after we have completed the agenda today, we will not need to use the time reserve tomorrow morning for the continuation of this hearing. Uh, may remind you that the examination timetable requires parties to provide any poster submission documents, including written summaries of individuals who have spoken today by deadline, one on the 10th of March. The recording. This hearing will be placed on the infrastructure planning website as soon as possible after this meeting.

00:45:13:06 - 00:45:19:26

Thank you all very much for your contributions. The time is now. 345 and this hearing is closed.