



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Lime Down Solar Project
Hearing:	Issue Specific Hearing 9 (ISH9) - Part 2
Date:	23 September 2026

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FULL TRANSCRIPT (with timecode)

00:00:05:14 - 00:00:38:27

Okay everyone, welcome back. Ten to five. So we're coming on to item three of this agenda, protected provisions. And rather than would be the usual protocol to come to the applicant to just explain the outstanding matters, I think because National Gas have been waiting patiently, I'd rather just go straight to National Gas. They can set out a position as they see it from their side of things. If progress is being made. If not, you know, where where we go from here.

00:00:38:29 - 00:00:42:17

So, I'd like to invite mister Westmoreland Smith, please.

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To come and make representations.

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Thank you, ma'am. Mark Westmoreland Smith for National Gas Transmission. We haven't appeared before you before or during this examination, so if I can just give a bit of context and before we get to position between the parties. Obviously we're the owner and operator of the National Gas Transmission System operating under a license under the Gas Act nineteen eighty six and the primary responsibility is to transport gas safely, efficiently and reliably across that network and safety is at the heart of that.

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We set out in our written representation the relevant regulatory framework and standards and protocols which I won't trouble you with, but for the purposes of these proceedings, the key points are we're a statutory undertaker, we're responsible for nationally significant infrastructure, that infrastructure particular has safety considerations given the combustible nature of what we're transporting and of course, the gas and transmission to relevant parts of the country is critical to the UK economy.

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So as a responsible statutory undertaker with responsibility for that gas network, need to assure ensure that damage to assets is avoided or where it does arise it's properly, indemnified. Now for this scheme, as you know, there are a number of National Gas assets, the main asset is called Feeder Main fourteen, Wilmington Depuckle Church, it's a high pressure gas transmission pipeline.

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You have plans showing where the assets are and its interaction with the scheme, but it's important to say it is the primary supply for gas for the Bristol area and two power stations in Avonlea, so it is a critical part of a critical national, piece of infrastructure, and and that's a sort of broad perspective, or perspective.

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And what are the risks? Well, there's some obvious risks in terms of construction works which predominantly arise from you know damage from construction plant and equipment, in particular when crossing the pipeline, those are well understood and not really the subject of debate.

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Decommissioning, has the same sorts of risks, it's the same sort of, operations in reverse, so we would there is a discussion to be had, I don't think the principle will be a problem about ensuring insurance is in place for decommissioning as well and the provisions don't quite cover that off at the moment. And then operation, there are significant risks that arise during operation because essentially these, pipes are carbon steel and they're protected from corrosion by two, mechanisms.

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The first is having an external coating, a Pilar Aid, but the second is they, there's a further application of protection through, a cathodic protection, which means that the pipeline is kept at a more negative electrical potential than the surrounding ground, so that if there is, a defect where current flows, it flows to the ground as opposed to the pipe and that protects the pipe, and so there is an ongoing risk during operation in relation to a development such as this, a solar farm that has a number of cables running from, various locations, and those electrical assets in proximity to the pipeline increase the risk of stray currents in the, earth and that can cause, to put it shortly, further corrosion.

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If that risk does materialize, then what we have to do is put sort of up cordon sanitaires around the area of damage and they could be large areas, so if there's a three inch hole in the seventy bar pipe that would be two fourteen meters, at six inches it's over four hundred meters and if there's a full bore rupture of the pipe it would be over six hundred meters, and in circumstances where we're dealing with a solar farm it might be that this farm would have to cease operation while repairs were being carried out and that's because it contains electrical equipment not rated for operation around open gas, so there would obviously be potential for ignition because of that.

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So we'd have to carry out those repairs, which I hope that provides a little bit of context for coming to the protective provisions. In short, yes this is a nationally significant infrastructure project to which I should say we have no in principle ejection ejection at all, it's just letting the two sit together safely, but we're also talking about protecting some very significant national infrastructure. Now the issues that have been in play were set out in our deadline six submissions in REP six thousand seventy seven and there was a response from the applicant in REP six B.

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Thirteen. There remains issues to be resolved

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and in order to do this we've suggested to the applicant that we have a further meeting. Our intent would be to have that, I think it's necessary as well to have that before deadline seven so that we can report to you on progress. We're pretty confident that we can make progress and at least at worst report to you that the issues have been, narrowed, and then if we cannot come to, agreement then there

will be a few points on which we'll have to make sort of submissions at that deadline and provide you with alternative

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drafting. The key position that was or the key issue that was between us related to insurance.

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Yeah I picked that up from your representation. I did have a question for you on that.

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Yes of

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And it was, I don't know how frequently this comes up for National Gas, but obviously there's been a lot of solar DCOs go through the NSIP process and I just wonder if the type and amount of insurance that National Gas is seeking has been required and accepted in other national infrastructure projects or is this a new requirement of National Gas?

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No it's not, it's not, Mark Westner Smith for National Gas, it's not a new requirement, there have been twenty one solar DCOs by our count, in the last five years,

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seven of them have, needed protective provisions for the benefit of, national gas and in five of them, the sort of what we regard as standard requirement of fifty million insurance for construction operation and maintenance, with no mechanism permitting the parties to agree a lower level of cover has been provided on the face of the DCO.

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The two remaining orders didn't contain any insurance provisions on the face of the order and were subject to

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confidential side agreements that we can't go into but essentially,

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I think you can anticipate that similar cover was agreed outside of the DCOs.

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Yeah.

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Then the applicant in there, Rep 6b013 referred to three further projects, Cotton, Westburton and Tilbridge and none of those had engaged NGT, there weren't provisions to benefit NGT and Tilbridge did have provisions for NGET, which was the the other child of National Grid and that was expressed in similar terms, but none of those engaged NGT.

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So the the long and short of it is where there have been protective provisions on the face of the order covering this issue, it's been in exactly the same terms we're seeking, before you and the Secretary of State in this case.

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Sure, okay so I mean I'm almost certainly going to offer the applicant services to you next week. I've done this this afternoon with Mr Threlfull's availability in his calendar. He's very fully booked next week, but I'm

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Or

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certainly his drafters will. No, I'm being facetious, but I will come to the applicant on that. Think it's really important that there is a discussion that is ongoing within the next week before deadline seven. If we don't get to the point as you as you say of not agreeing the terms I would need a copy of the final terms of national gas transmission of the protected provisions. Yes. Into the examination at that deadline. So that obviously I could see your client's preferred drafting alongside the applicant's preferred drafting.

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And with a clear statement of the implications if your drafting is not accepted and taken forward into the recommended DCO really what the what the main implications are. So in in in a nutshell everything that you've just set out there. Yes. You know in a in a submission at the same time. Mr Westmoreland Smith, I'll come back to you in case there was anything else that you wanted to add before I move over to the applicant.

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Mark Westmoreland Smith for National Gas.

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Thank you ma'am, I think that is precisely the way forward we anticipated,

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and I can express confidence that we can at the very least narrow the issues and only leave you with one or two things and I'm hopeful, that we can actually just provide agreed and protected provisions and as I'm saying on the main issue which is insurance, I think the issues have narrowed because there was an issue about whether or not it would apply in operation, but the latest draft of the Development Consent of the Rep six thousand and six does refer to use in the relevant provision in the protective provision, so that's addressing that point and if that wording remains that's fine.

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The fifty million pounds is agreed, it's just whether it's, appropriate and reasonable to include a provision about the prospect of lowering it and we say on that, it's not, it's the minimum reasonable,

level, and to give you some idea why we say that, I mentioned it was, you know, a main feeder into Bristol and two power stations, Put aside Bristol, on the two power stations, our potential liability for loss of supply, to those power stations is up to, depending on gas prices, and this is assuming both power stations are down five point five million pounds a day, and it can take ten days to repair, a pipeline.

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So quickly just looking at one user, we can get to that fifty million figure. So we think it's a reasonable minimum, and the other point is that there's a this, this development has a pretty long life and that fifty million, will be eroded by inflation over the time, and we wouldn't want to see it sort of agreed in the first years to be reduced when actually, the power of that money will be reduced over time naturally.

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So that's a potential issue, but hopefully if we meet up with the applicant we can start squaring away some of these points.

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Yeah, thank you that that's is really helpful information to put it into context. I will come to the applicant now, one for

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their

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position, accepting if what you say West Burton and Cotton didn't which were their other two IGP schemes didn't trigger the need for this because there wasn't that interaction with NGT but also on availability for this discussion to progress.

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Claire Project for the applicant. Yes, just to clarify, when we refer to those other DCOs, it's because they had interactions with Cadent Gas who are another operator of the gas transmission network. So, we were referring to other operators of gas transmission assets. We weren't trying to suggest that we'd had interactions with National Gas on that. Obviously, the comments made by Mr Westmoreland Smith are very encouraging. The applicant had previously been told by NGT solicitor that they weren't willing to negotiate or move on any of the wording of the protective provisions, and so the applicants were sort of not quite clear of the purpose of a meeting given it had been given a strong indication that NGT weren't willing to consider any amendments to drafting.

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If there is going to be some opportunity to negotiate the wording then applicant is the more than happy to have a meeting. But obviously if that is not the case then there's little purpose in having it both. Whereas Mollard Smith suggests that there is room to negotiate on these particular points then we are happy to have a meeting to discuss that. We obviously can't comment on the reasons why maybe some other solar DCO developers have agreed to particular levels of insurance during use.

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As Mr Westmoreland Smith mentioned, obviously the most potential for damage to a gas pipeline is during construction or when we come back and do any maintenance activities.

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And the applicant had already agreed to have fifty million pounds worth of insurance in place during those activities. That's on the basis that obviously they refer a defined period of time. Fifty million worth of insurance is a bespoke policy that the applicant has to go out and arrange with a bespoke provider. It's also very expensive, so knowing it has to be in place for a defined period of time is obviously

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appropriate and suitable and the applicant can arrange for that to be in place. It's not typical to have worth of insurance. Just generally in respect of the project as a whole, worth of insurance would be in relation to specific works taking place over specific duration.

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Can I just get clarity on that? I'm so sorry to interrupt you, but just to get clarity on for the period of construction, yes. When you said the maintenance period, is that the replacement period? Only in light of the conversation we were having earlier about the definition of maintain and the fact that you might want to maintain quite a lot of equipment should there be issues, and that could take place at any point. So I'm trying

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to understand that period of time. So the way the protective provisions are worded is that if we do a maintenance activity that was is within fifteen metres of the pipeline or is likely to affect that pipeline then that insurance would need to be put back in place. So it would be activities that approximate to the gas pipeline rather than maintenance activities more generally across the site. If we needed to, we obviously here in relation to the actual interactions, we've got the gas feeder running through the site.

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We've already included standoff distances in terms of where the panels are going to be located, but there may be interconnecting cables that go either under or over the existing gas pipeline. If there was a fault in one of those cables then and we needed to repair it, then we need to put that insurance back in place when we were carrying out those repair activities, for example. So that's been accepted, and that's accepted with other statutory undertakers because we appreciate that during those actual physical works there is more risk of damage occurring.

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I think that's where there had been perhaps a bit of confusion as to when that that second bit of insurance was triggered and the applicant's assumption was that was when we were actually doing some works rather than just the existence of the solar project. So the point that's that's sort of in disagreement at the moment. Fifty million pounds worth of insurance is higher than is typical for solar projects to just have day to day. And so the applicant had been asking National Gas to provide some further details to justify the need for a higher level of insurance.

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Obviously Mister Westmoreland Smith has just mentioned two particular reasons today, but that's the first time the applicant's heard that particular information in terms of potential for supply to gas power stations, for example.

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In terms of cathodic protection, obviously when the applicant seeks approval under the protected provisions for any works, those approvals need to state and that's in paragraph forty two. They need to provide details of the works we're be going doing, how we're going to construct it and any intended maintenance regime. To the extent that cathodic protection is required to be installed by the applicant as part of those works, then that's all provided for in the approval process there.

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The applicant's position was that fifty million pounds worth of insurance was excessive. It's a bespoke policy wasn't in its position justified in terms of the specific interactions of this scheme on this particular asset belonging to National Gas.

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That was also why the applicant was seeking the ability to agree a lower amount, so once the final interactions are known,

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to the extent that they are more limited, then it would be possible to agree a lower amount of insurance. So that was the position surrounding

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the insurance point. We're designing the scheme to try and avoid interactions as much as possible and that we only considered that higher elevated level of insurance to be required when we're actually doing physical works. There are a number of other points that we believe are still outstanding that Mr Westmoreland Smith didn't touch on in terms of we wanted the ability to enable that insurance policy to be taken out by the contractor.

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It's quite common in nationally significant infrastructure projects that the actual insurance policy is taken out by the contractor as opposed to the applicant. And in a lot of the other protective provisions we've agreed with other statutory undertakers they've allowed for that flexibility so that they're only interested in the insurance policy actually being in place and being suitable. It doesn't really matter who the party is that holds that insurance policy.

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And you're saying National Gas' position is they they're not comfortable with that. They want it with the undertaker.

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That's correct. Yes. So that remains an outstanding point. We had understood National Gas' position to be that it wasn't willing to negotiate on that particular point. But obviously if that if that has changed

then obviously happy to discuss that further. There are a number of other provisions that we understand were in dispute in terms of ensuring there were set timescales in which National Gas had to respond in terms of approval of plans and that was required to ensure that we are able to meet our grid connection date and we needed some certainty that if they failed to respond that there was a process that could be gone through that's similar to the position we've agreed with other statutory undertakers.

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But again National Gas said they weren't willing to consider any amendments to their standard wording on that particular provision. There was also a point in dispute in relation to what where matters could be referred to arbitration.

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Again, the applicant had understood previously that National Gas weren't willing to negotiate on that particular point. Obviously if there is scope to have further discussions on that and National Gas is willing to move its position then we obviously we really very much would like to engage with National Gas on the point.

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Yeah. Mister Westmoreland Smith will come back in and comment on some of those. And obviously I think they would you would be requiring them to evidence certainly the need for the level of insurance. But Mister Westmoreland Smith just gave two example or the example of what happens you know, if they have to repair that feeder main and the the knock on effects for the costs while that main is down for the, you know, the two power stations. It seems to me that that figure if those figures are can be verified at which point I'm certain in your dialogue they would need to be.

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Would certainly seem to me that the figure being sought by National Gas Transmission seems reasonable. But I'll come to mister Westmoreland Smith because I would really press for this meeting to happen and you implied Mister Westmoreland Smith that there is room for manoeuvre on some of this if not all of it. And I I guess the applicant will need a steer on you know to to make themselves available for further dialogue. It has feel to like productive dialogue.

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Mark Westinver Smith for National Gas. Yes, we very much would like the meeting and there is

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every prospect of narrowing the issues and making it

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you know much confining the issues you will have to engage with when you make your recommendation. So just to pick up on a couple of the points, so the contractor's ability to take out acceptable insurance, I don't think we have a issue in principle with the contractor taking out the insurance, but we just want the promoter to be responsible for procuring it and that could include their contractor through their contractor and so that's somewhere where we I'm sure could make some progress.

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In terms of, time periods and for approval of work plans,

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at the moment we are standard, form doesn't have a specified time period and the applicant's asking for one, we are prepared to agree to a time period and the relevant part of the protective provisions refers to both forty

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six days and fifty or forty two days and fifty six days and and we think it would be better to be consistent through that and we'll be looking for the fifty six days and we want to discuss a carve out for emergencies, say for example it might be that the relevant resources in National Gas in the area that's reddened here, are dealing with a leak or an emergency of some form, in which case, we would like some flexibility in that regard, but that would only be in relatively exceptional, circumstances and on the matters excluded from arbitration that is something, that might not be resolved, but at the moment it is worth discussing it because we don't quite understand the applicant's position, which seems to be that actually all that you're asking the arbitrator to do is look as a look at the question of whether or not something's been unreasonably withheld and not take substantive decisions about what's acceptable for the national transmission system and we don't quite think that's the case, so it might be that we can make progress on that, but it's something we should be discussing and are prepared to do so.

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So there are aspects where I can say to you, think we will make progress. The the two points are that might come back to you, that I can say at this stage are whether or not there should be a mechanism to lower the fifty million and, the extent of arbitration that's probably the two stickiest points.

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Just in response to, what Ms Broderick has said, on that fifty million pounds I noted her points about justification etc, but I think we're ahead of of that position, that was a debate earlier in the examination, but fifty million pounds is in the latest version of the DCA, so I'm assuming we're not going backwards from there. In terms of cathodic protection, we won't be asking

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the applicant to install cathodic protection, it's effectively already there around the pipe. The concern is in operation, the electrical currents from the proposed development may affect the performance of that where there is a slight erosion of the underlying layer of protection, so that was a concern there. And in terms of the Westburton Doolbridge examples that the applicant referred to, just point out I mean Cadence is a distributor as opposed to in charge of the National Transmission system and there's slightly different considerations there, so the the point it was understood that it wasn't being suggested that there was a national gas provision in those orders, but the point is where there has been a national gas and transmission protective provision it has been the fifty million to date.

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Okay thank you.

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I think that leaves us with the need to have that meeting and then through to deadline seven report back where we are and if we need to have competing provisions supported by submissions that's what we'll have to do at deadline seven.

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Yeah, absolutely agree. I thank you for that additional information. It does seem like the positions can be narrowed, and I will action a meeting takes place, because it would be really helpful, to the examining authority when we come into reporting that we understand the positions. If the issues get narrowed, great, we get some revised drafting that both parties agreed with. But if we are not agreed, then obviously we have to report to Secretary of State which set of provisions we prefer.

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Yes. And we'd like to understand how they we didn't get to the point of agreement. So Ms Broderick, are you happy to take that action forward to arrange for the applicant to meet with Mr Westmoreland Smith as soon as possible? Clare Broderick, applicant. Yes, definitely obviously what Mr Westwallon Smith has said has been very helpful and does suggest that

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there very much is scope to have a meaningful discussion in relation to the protection provisions, definitely a step change from what we'd last been provided with by sorry NGTs, not NGTs, solicitors. Yes, can be happy to take on board that action. It would also be useful if at that meeting it would be possible to have somebody from NGT on their engineering side just so we can understand points the on cathodic protection and what the applicant's operation of the scheme could have those implications because that then feeds back into how we describe the type of insurance to the insurance brokers because obviously there's one thing we can add into the DCO that we will have insurance but it has to be available on the marketplace in order for us to be able to comply with that provision.

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I'm assuming it is available on the marketplace because Mr Westmoreland Smith suggested this is Well not many of

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those schemes have been built out in fairness.

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Maybe not, but National Gas have got evidence of those insurance policies. But you're absolutely right. Mr Westmoreland Smith, I don't know if you're able to commit to somebody from National Gas Transmission Engineering being available at this part of that meeting or not, or if you need to, you know, check on availability, but it would be helpful.

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Mark Westmoreland Smith for National Gas. And in that time I haven't been able to identify that someone's available etc, but I can say this, I understand entirely the request and it seems sensible to me and we've heard that and we'll seek to provide someone at the meeting.

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Great okay all right I think.

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Megs sorry I've just Mr

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Huns the Chief Engineer has just said he can attend the meeting and will attend the meeting.

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Okay that's brilliant. All right Mr Westmoreland Smith is anything further you wish to add and if not you're free to take your leave.

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Thank you very much. No, nothing further to add. Thank you for your time.

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Okay, thank you very much. Miss Broderick,

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so let's come back up to the top of, of that part of the agenda then, on protective provisions, which is for the applicant to summarise any other outstanding matters with any of the other statutory providers and any impediments that you see in reaching agreements.

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Clare Brogess the applicant, thank you. Mindful, as I'm sure you are, that we are obviously getting close to the end of the examination.

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We do remain confident that we will be able to reach agreement on protective provisions with those statutory undertakers subject to the conversation we obviously just had in relation to national gas and transmission. In relation to an update in respect to National Grid Electricity Transmission PLC. We received comments back on the draft protected provisions and side agreement last week, so we're just reviewing those and we're hopeful that we can get agreement on that prior to the close of the examination.

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Were there many issues outstanding in that? Any major points of disagreement? Claire Bodge of the applicant, I don't believe so. We're follow-up obviously national. The interactions that

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the Ireland Green Power has a number of interactions with its projects with national Transmission grid PLCs. We're just trying to ensure alignment across suite of projects. There aren't many issues outstanding. It's just trying to ensure that consistency of approach. We are confident that we will reach agreement there. I haven't personally reviewed the comments that have come in last week because I've

been here, so I can't confirm for definite but I'm fairly confident that we will be able to reach agreement on that.

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In relation to National Grid electricity distribution you will have seen that Engad withdrew its objection at deadline six as agreement's been reached there.

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And so the latest, the agreed protected provisions,

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is there any change from what was in the previous draft or

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will there be a new set put in in place deadline seven? Clever to the applicant, no those were included in the deadline six version of the draft DCA.

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In respect of network rail, we have been discussing a framework agreement that is required

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to accompany the agreed protective provisions. We responded to the latest draft on eleven September and we're currently awaiting a response from Network Rail. There weren't many points outstanding in that agreement. We remain confident that that will be agreed in respect of Exolum pipeline system. We have agreed to the protective provisions. There is one point that is still being discussed in relation to the indemnity to be provided.

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That's the only outstanding point. I believe we are nearly there on that point. Again, we're confident that that will be resolved before the end of the examination. We've discussed Wiltshire Council and the local highway authority protected provisions and that those are agreed and that agreed version will be going in at deadline seven. Protective provisions are agreed with the environment and I believe they confirmed that in the statement of common ground that was submitted at deadline six, so nothing outstanding there.

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I think that then leaves us just with national highways and obviously we've had a bit of a discussion earlier in respect of that. My understanding is that is protected provisions that are agreed and I think there was couple of a comments on the side agreement and I think it's there's an action with us just to go back and confirm that those are are now agreed but again confident that those will be included in in the final version of the DCO submitted at deadline seven.

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Perhaps Mrs Russell can confirm her position if she's still. If Mrs Russell is still online, I can't tell. Oh yes, perfect.

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Julie Russell on behalf of National Highways. Yes, that's correct. So National Highways position is as set out at the Compulsory Acquisition hearing this morning. I'll take those points away and discuss them with my client and following that we'll see to just finalise everything with the applicant but in terms of the protective provisions I like the applicant remain confident that we will have an agreement in time for deadline seven.

00:38:54:17 - 00:39:13:11

Okay, great. Thank you very much. From the Wiltshire Council perspective, obviously, we we did talk about the highways protective provisions being confirmed but there were protective provisions for the local lead local flood authority and I'm assuming there's no issues in that regard. Claire Pochett,

00:39:13:13 - 00:39:16:22

the applicant, our understanding is that those are agreed in terms of

00:39:16:24 - 00:39:20:24

the protected provisions. Yeah, I'm getting nods. Okay, great.

00:39:23:11 - 00:39:32:00

Okay. So is there anybody that wants to raise anything else around protective provisions?

00:39:34:19 - 00:39:53:04

Nope. In terms of, you were you mentioned there's a framework agreement with Network Rail. There's sort of a side agreement with National Highways. There is a document within the examination library around consents and other I can't remember what it's called consents and other licenses or something. I don't know if

00:39:53:06 - 00:40:13:15

there's any update that needs to happen to that document at the close of the examination. Clairvox of the applicant not in respect to protective provisions but it is a document that we are is being kept under review. To the extent there are any amendments to it, then it would be submitted at deadline seven. I'm not aware of any amendments that need to be made to it, but it is a check that we are undertaking. Okay. All

00:40:13:25 - 00:40:24:02

right. We'll come on then to item four, and this was a matter that got pretty much parked last week which is about mitigation route map that's before under other matters.

00:40:25:28 - 00:40:53:24

It was deferred at the hearing last week issue specific hearing seven. During that hearing we left Mr Singh from Wiltshire Council with an action to review the route map. I'm not sure if if you're you or your colleagues know Miss Bono but just to confirm really with the that Mister Singh had then had a chance to review the mitigation route map and was happy that it picked up all his concerns about signposting to hydrology mitigation.

00:41:01:09 - 00:41:14:13

Sorry, Karen Jones, Wartsier Council. The mister Singh met with the applicants team today and had a meeting in order to progress some of the issues raised at the hearings last week. I don't have an update.

00:41:14:15 - 00:41:15:00

Oh yeah.

00:41:15:02 - 00:41:27:00

On how that how that went but it's definitely activity that he's aware of and will provide any update at deadline seven as as needed. But obviously conversations with the applicant's teams are are taking place. Yeah.

00:41:27:09 - 00:41:30:19

Thank you Miss Jones. Alright. I don't know if

00:41:30:21 - 00:41:32:07

the applicant has anything to

00:41:32:09 - 00:41:41:19

add to that but there if it's it's a conversation that's still unfolding we'll we'll get the positions at deadline seven. Well I have some other issues on the mitigation route map however.

00:41:44:28 - 00:41:46:11

Claire Bozhik, the applicant.

00:41:47:26 - 00:41:48:23

There

00:41:50:18 - 00:42:27:25

was the meeting today and the feedback that we're getting is that it it didn't necessarily appear that mister Singh had had a chance to review the mitigation route map. So it might be helpful if within council they could perhaps quest that he does so. Obviously we took an action to try and make the mitigation route map a bit more specific to the relevant provisions in the actual management plans rather than referring to the management plans more generally to try and assist Mr Singh and others in terms of being able to navigate those documents.

00:42:27:27 - 00:42:32:27

I appreciate he won't have had that update available to him In

00:42:34:12 - 00:42:48:17

terms of that information, that's not in there. But I think in terms of feedback on the mitigation route map, I don't believe any was given at that meeting, so it sounds like it's something that Mr Singh still needs

00:42:48:19 - 00:43:25:03

to do. It just seemed that Mr Singh was asking for lots of cross referencing in multiple documents or on additional document when actually all the signposting was in the mitigation route map and he just wasn't familiar with the content. The applicant will refine that and that will become a much more user friendly document as intended and I think that probably will address mister Singh's concerns but it's unfortunate we haven't had the position today that he's comfortable with that but hopefully by deadline seven that you know we'll we can get a sign off from Wilshire Council that that matter's no longer being pursued.

00:43:25:10 - 00:43:29:08

But on just to some points within that

00:43:31:05 - 00:43:47:01

if we can have the route map open or if even if if applicant the has a route map open amongst themselves, it's Rep five one hundred two. We've just identified some omissions or updates that could be implemented to that document. Say had we had time last week,

00:43:47:03 - 00:43:47:18

we would have been able

00:43:47:20 - 00:43:48:19

to go through it. But

00:43:50:13 - 00:43:56:23

table two point three relates to landscape and visual, I believe. Yep.

00:43:58:13 - 00:44:20:22

There's a reference in there. It's page twenty two. It's it's twenty on the document but twenty two of the PDF version. There's a reference to internal drainage board drain fifteen metres, but we're not aware there's an internal drainage board covering Wiltshire, so should the reference be to the LLFA?

00:44:24:09 - 00:44:31:08

William Barrett for the applicant. Yes, I can see that, and that's correct. It should be LLFA because there is no IDB.

00:44:31:10 - 00:44:47:10

Yes. Okay. So again, it'll just be these are notes for you to make just so that these changes get picked up. I'm not going to issue an action on each of these omissions. I'm just going to tell you what they what we've identified. And then if we go to page sixty nine,

00:44:49:06 - 00:44:52:00

hydrology flood risk and drainage.

00:44:53:15 - 00:45:00:01

It explains give me just one second just so I can see which one. So

00:45:02:11 - 00:45:03:19

it's the second

00:45:05:09 - 00:45:32:28

box down. The second box down in the second row. Run off from equipment access and tracks will be directed to permeable suds features such as gravel filled trenches or French drains or similar passive drainage features appropriate to local conditions. The question is should access tracks for substations and BES be added as they've assumed they're impermeable and or should it be included in a different row?

00:45:35:12 - 00:45:47:19

Yeah, okay. So yeah, I would expect that could be a separate row, but yeah, can take that point on board. Think that needs a check back into the chapter and we can be happy to update that.

00:45:47:21 - 00:45:48:13

Thank you. Then

00:45:50:13 - 00:45:58:01

we go down to next page, it's the very top row. Again, if we just look at the second column, it says,

00:46:02:01 - 00:46:08:28

minimum eight meter buffers from infrastructure will be established around watercourses, including main rivers and ordinary watercourses.

00:46:10:28 - 00:46:15:29

And my note here is please refer here to relevant water course crossing schedule.

00:46:18:13 - 00:46:20:28

William Barrett for the applicant.

00:46:23:10 - 00:46:31:13

Yes, so you're looking for additional is it this water crossing schedule provides some additional detail about those different BENNETT: categories?

00:46:31:15 - 00:46:32:00

MS Yes.

00:46:32:02 - 00:46:37:13

Yes, understood. So yes, I think that would be helpful. We can add in a reference to that.

00:46:37:17 - 00:46:43:25

Thanks. And I think it could also, if you then go on to page seventy three, the PDF seventy three,

00:46:45:20 - 00:46:52:00

I think there's a potential in there on the second row again to include

00:46:54:29 - 00:46:58:05

to be reviewed in relation to construction decommissioning ground works.

00:47:08:18 - 00:47:14:04

I've got a scribble no here. I don't know what that means. Ignore that. I'll come back with an action if there's a specific point on that.

00:47:17:08 - 00:47:19:08

So let me just come down to the next point.

00:47:28:24 - 00:47:32:17

Give me one moment. I'll just have a look through my my notes on this screen.

00:47:47:01 - 00:47:51:15

Got too many documents open with scribbled notes on.

00:47:54:09 - 00:48:24:16

Okay. Can I come now to look at plate two dash one, it's on page five which is the control plan, and specifically I just query if all the pertinent documents are included there? When we were talking earlier with Ms Tate about the Arboricultural Impact Assessment and the method statement, for example, they don't seem to be there.

00:48:25:05 - 00:48:42:08

And there's a full suite of flood risk and drainage strategies in the ES appendices eleven. One to eleven. Nine. So similarly I think they they should be included and likewise the fire water containment and drainage strategies for the Bessen substation are not referenced.

00:48:43:09 - 00:49:17:07

Yeah William Barrett for the applicant here, that's noted and this was, I guess going a step back, it's quite interesting pulling this together. Mean a mitigation route map, just to give the background as far as we're aware, I know Lower Thames Crossing had one and also I believe Foscreen for solar had one as well. So to the point about those other method statements, for example, and also earlier in examination, we had a discussion about the HDD crossing and a method statement that we were going to put together for that.

00:49:17:19 - 00:49:48:23

So where those if those methods statements sit within those management plans that we're looking at, we would. If it's a large number then we might suggest that we wouldn't put them in because this is already quite a busy diagram. But if they're standalone documents and we can incorporate them into this figure, then yes, absolutely. We will happy to do that. And the final point is I mean, this came out at deadline five. Those comments are welcome.

00:49:48:25 - 00:50:07:22

And the idea was that yes, if any other parties, particular Wiltshire and Mr Singh's comments, Anything else that other parties would like to see incorporated in the mitigation route map, then we've got a bit of time before D seven, so we're very happy to hear that and try to build it in.

00:50:07:24 - 00:50:14:02

Yeah, it's meant to be a useful document, you know, we get to the point of consenting. It's just, it's a quick go to,

00:50:15:20 - 00:50:25:27

just to see what mitigation is referenced, you know, where you find it within the document. So it is meant to be held to the party. So that really comes on to my next point to Wiltshire Council.

00:50:27:12 - 00:50:52:17

And whether there is anything else, any changes which the council feels could be made to this document. And I mean it could be it's colour coding for project phases. It could be the person or group responsible for implementation, the authority responsible for the sign off and so on. I mean, it's designed to be a really useful document, and it would help the CLG even when they're trying to navigate what's going on in the consenting phase.

00:50:54:13 - 00:51:27:29

Thank you Karen Jones, Board Chair Council. That's actually a very good suggestion, not to say that, a good suggestion in terms of color coaching and how we can help the format because it is quite difficult to to to review and run through. We will be providing sort of, like, more substantive comments. We're compiling all of our comments at the moment and we'll have to have a final position by Monday. So we have a meeting with the applicant on Monday where we can just put forward any further comments. But I do have some collated on the mitigation route map.

00:51:28:08 - 00:52:07:01

We've made a number of points during the the hearings over the last week and a bit around monitoring and adaptive management and any sort of changes that were made to the management plans we would expect to be equally reflected within the mitigation route map. Similarly, some of our comments around compensation, if that is a genuine mitigation measure and sort of provision that's made, we would like to be included. We have some quite specific points from a landscape perspective in terms of the landscape and ecology mitigation figures.

00:52:07:04 - 00:52:39:13

The figures of the landscape and ecology mitigation plans being referenced directly within this within this document. We think that that's that's quite key in understanding the the spatial conveyance of of the plans and and the wider scheme. We have highlighted some some sort of small continuity issues just to say that these specific comments from a landscape perspective have already been sent to the applicant. So they are aware that the points that we are making.

00:52:39:20 - 00:53:09:23

Some continuity issues in terms of offsets from fence to panel is stated as one distance in one place and then a different distance in another place. So just asking for some consistency across the documents. And, yeah, just perhaps part of the table either being incompletely filled out or actually it's been overturned by events and therefore Yeah.

00:53:09:25 - 00:53:38:00

Provision may be now redundant. So just seeking some clarity on that and asking for it to be amended in line with the whole of the field a one now being having removed for solar panels. So therefore, that should be reflected within the document. But as I say, we will we are reviewing this, trying to be as helpful as possible, and we will engage further with the applicant, but you know, definitely set out anything further at deadline seven.

00:53:38:02 - 00:53:40:26

Yeah, that's that's really, really good to hear. When

00:53:42:17 - 00:54:13:02

mister Barrett you receive this information obviously you will undertake the necessary revisions to the document. There's it's been such a moving feast with the management plans and additional commitments being made. Appreciate. It's quite a lot of work for you to sort of bottom out those management plans to draft in and then get it into this document. But this document is a really critical document. It just, it seems like it isn't, but it is because it is going to help so much if this consent is granted, you know at at the discharge of of the requirement stage.

00:54:13:11 - 00:54:42:01

But what I would request of the applicant is when we receive a final version of this if we could have a tracked change version. And with an explanatory notice to if you know for the other than the little inclusions I've asked you to make today you know why those changes have been made just so it's clear to us that it's picked up on the comments of the council. It's picked up on the fact that you've revised some commitments and some additional mitigation measures. It would just tie it all up for us.

00:54:43:12 - 00:54:47:24

William Barrett for the applicant. Yes, we will provide a tracked version.

00:54:49:12 - 00:54:57:21

One final point, just thinking about the method statements. Another option is that if they don't fit in that rather busy diagram, we can simply list them.

00:54:58:22 - 00:54:59:07

We can list

00:54:59:09 - 00:55:01:09

them out. There are different ways to present.

00:55:01:11 - 00:55:09:22

It's just so people can cross reference to, you know, where they know where to find a document that's led to some of these commitments. Yeah. That's fine. It's just helpful.

00:55:10:07 - 00:55:34:02

Okay. The only thing I I just wanted to add is obviously going back to obviously the the comment was made in relation to comments from the LLFA. It sounds like hopefully we'll have any on Monday. Obviously, if they only arrive in the deadline seven submission, if there is an update that would be helpful to make, then the applicant would still be willing to update the mitigation route map if that

00:55:34:04 - 00:55:37:10

would And Ms. Roderick, you're just asking to add more plans in at deadline eight.

00:55:37:12 - 00:56:02:06

I know and I don't really want to but I'm very conscious that a number of times people have said we'll confirm the position at at for for finally at deadline seven but then that means that our mitigation route map perhaps isn't yeah as the up to date as it as it potentially could be. Obviously which council have confirmed that we're hopefully going have that discussion on Monday and we'll be able to do that. But what I didn't want is for

00:56:03:24 - 00:56:12:11

to me you know if we if we get some further comments at deadline seven I didn't want there to be no opportunity to reflect that if they if that would be helpful.

00:56:12:13 - 00:56:44:08

I mean I'm confident that the information Mr Singh was seeking is in this document. There may be that he can he you know like I had just some omissions or maybe just some additions where he has spotted you know where something could go in. That's fine. But I'm confident this meets most of his concerns. And hopefully there won't be any very late adjustments needing to be made. Okay. I don't have any more to say on that matter.

00:56:44:18 - 00:56:57:00

Wiltshire Council, I don't know if you do or stop lying down, but what I would like to do is just come on to any other matters now around the DCO before we move to close.

00:57:00:13 - 00:57:27:13

Karen Jones, Wiltshire Council. This was previously discussed at one of the earlier hearings last week in terms of some changes that we would be seeking to requirement twelve. Those conversations are ongoing. We're engaging with Historic England again and we'll speak to the applicant. I just didn't want it to not be noted in this hearing that we are still likely to to seek a change to the wording of requirement of.

00:57:27:15 - 00:57:29:28

Oh that's the archaeology. Yes. Required. About

00:57:30:07 - 00:57:34:26

about the about the dams and the more detailed information that. Yeah. That would be required.

00:57:34:28 - 00:57:36:19

Okay. And the applicants aware of that?

00:57:38:12 - 00:57:55:14

Clairvodge of the applicant we're aware that the drafting is not currently agreed as it as it were but it sounds like there's the potential that you may have two. Yeah. Different versions of the drafting but

we would make that we'll make that clear to the extent obviously that I think the statement of common ground would also set that The

00:57:55:16 - 00:58:29:21

The XA in all of these where there is disagreement in drafting, what the XA it would be beneficial is that we understand the implications if we accept yours or we accept yours, what are the implications for that other party? Because I can have two different versions, but if I don't really understand the implications, it's very difficult for us to weigh which set of requirements or provisions you know should take the weight. So the implications of the for for the party if the provisions are not accepted is is what I'd be looking for.

00:58:30:13 - 00:58:39:19

Do we have anybody else now before we look to move on to item five? Mister Cassell?

00:58:39:27 - 00:58:50:18

Danica, stop line down. Just to clarify, are we expecting the final draft DCO at deadline seven or is that from applicant the at deadline seven or deadline No.

00:58:51:22 - 00:59:03:02

Deadline seven was for the submission of all final documents accepting closing statements. And the only way I think the XA could look to take anything else at deadline eight would be exceptional.

00:59:04:20 - 00:59:33:20

You know we would have to exercise our discretion to accept. No I think this morning we there was an issue over a parcel of land maybe for CA where the book of reference and crown land where we need we had a discussion on whether if they if the applicant a had position on whether a parcel was Crown land, it would be very beneficial to have that at deadline eight and not accept deadline seven as the final position. But what I'm really not wanting is any more evidence into the examination other than closing positions unless exceptional circumstances.

00:59:33:29 - 00:59:40:14

Dani, because I'll stop line down. Thank you. Two things: is it final statements and final statements of common ground?

00:59:40:16 - 00:59:41:10

It is, yes.

00:59:41:12 - 00:59:46:15

And then if there remains a dispute about DCO drafting?

00:59:46:27 - 00:59:48:01

You could put that in

00:59:48:03 - 01:00:18:13

your final, because it's your closing statement. So where you still have areas of disagreement, that's the point behind the closing statement. It's not we said all of this through the examination, you know,

when we still disagree is where there are still points of disagreement and you have alternatives. It can be within the closing statement but what I don't want from any party are sixteen documents that say that. So, I don't want a transport document and you know, and then an ecological document, I want it in one document and like for my fellow XA, they would they would say the same.

01:00:18:27 - 01:00:19:29

Understood. Thank you, ma'am.

01:00:20:01 - 01:00:38:00

Okay. We will issue that rule H three. It'll go out Friday morning. It's been with the revised timetable. It's just scheduled with the case team to run it on Friday because they have administrative things they have to do in the background. So in terms of actions,

01:00:39:18 - 01:01:13:23

because I've been talking, I haven't been keeping a running log, I don't think there are an extreme number of actions. Again, I would look, as we're not sitting tomorrow, I would look to finalize the drafting of any actions and hope to publish those no later than Friday afternoon so that parties are getting on with them. Obviously the respective parties have been keeping a note of their own actions. And we've talked about then a moment ago about when all submissions and the response to those should come in at deadline seven, closing statements at deadline eight.

01:01:15:06 - 01:01:48:26

So we've really come on to the close of issue specific hearing nine and wraps up all of the hearings for this examination. This is the final time we will all be in a room together and some of you will be very happy about that. On behalf of my fellow panel members and case team, I would like to really thank all parties for their involvement in this, the submissions made already in writing, particularly the parties who submitted relevant representations and those facing compulsory acquisition and temporary possession.

01:01:49:20 - 01:01:53:12

It's an extremely anxious and nerve racking process and obviously

01:01:55:10 - 01:02:26:05

your futures on your land are uncertain at this time. But we respect and are grateful for the calmness that those parties have shown throughout. We are also grateful to Stop Lime Down for representing a good contingent of the this area where the proposed development is to take place. Your input into this and your the experts that have made submissions on on your behalf have been extremely helpful to the examination. So we we really grateful.

01:02:27:09 - 01:02:56:08

For Wiltshire Council lots of times councils don't fully participate in examinations because they're not well resourced and we fully appreciate the lack of resourcing in local authorities and we are incredibly grateful for the fact that Wilshire Council have submitted almost all of their submissions on time. They've been productive and we are very grateful to the Wilshire Council staff. So for the parties here if you could pass that on to your others colleagues that would be most appreciated.

01:02:57:28 - 01:03:18:04

I will make a comment for the applicant. They have been generous in how much they've tried to facilitate changes and movements on some of their documents and just for the timely provision of their experts for these examinations again it's been really appreciative

01:03:19:20 - 01:03:51:14

you've been able to have all the people that we've needed in the room. Thank you very much. And lastly, I want to come on to CVS. They sit through these hearings as much as everybody else. They're not invested, but they have to listen to it. And they've provided really good management and audio and visual. So thank you to CVS as well. So one last reminder, post hearing and oral submissions, documents and answers, at deadline seven please, second of October. The time is now five fifty three. We bid you a fond farewell and I close issue Hearing nine.