



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Rosefield Solar Farm
Hearing:	Recording of Compulsory Acquisition Hearing 1 (CAH 1) - Part 2
Date:	28 July 2026

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FULL TRANSCRIPT (with timecode)

00:00:07:05 - 00:00:15:15

The time is now 1555. I'd like to welcome you back to this compulsory acquisition hearing for the light around the solar project.

00:00:23:02 - 00:00:53:09

During the short break, I took the opportunity to check, um, a reference document from the applicant which was appendix 13, one of the environmental Statement reference exam examiners. Excuse me, exam. Exam library reference, AIP, pp 177 as the location as to where the assessment of the effect on individual affected persons and the private loss that would result from the exercise of a compulsory acquisition of powers.

00:00:53:23 - 00:01:16:03

Having checked that over the break, actually, that document refers to the assessment for Socioeconomics, and his around field House farm is a business and we were talking about that. When I'm actually looking for is the effect upon the individual affected person and the private loss that would result. So I'm not sure if you would like to update your response.

00:01:16:05 - 00:01:56:25

Yeah. Mr. Fox, on behalf of the applicant, um, apologize if that wasn't what you were looking for is I raised that in the context of of the various concerns that were raised in terms of Mr. Tomlinson being the owner of the business, which is therefore affected. I would say that we haven't done an assessment of individual private losses for each individual who's affected by the scheme. Um, in, in a kind of on an individual basis. Um, our funding statement provides for the, um, the fact that our, um, we have the funding available to pay the compensation that would be due, um, but we haven't.

00:01:56:27 - 00:02:08:27

And done so. I would say it's not usual practice for an applicant to go through his book of reference and their book of reference, sorry, um, and say what the exact value of the loss would be for each individual affected.

00:02:11:07 - 00:02:24:28

I think what we will do is hold that thought for now, because I think this item will come up or this matter will come up under another item later this afternoon, where we will just explore that little further around the assessment of private loss. So rather than doing doing it now, I.

00:02:30:29 - 00:02:41:21

Don't believe there are any other affected persons who have asked to speak this afternoon to this item, but I'll just give an opportunity for anyone in the room to make me aware or online.

00:02:46:25 - 00:02:48:10

I do have a hand up.

00:02:58:26 - 00:03:06:18

You could just introduce yourself and the plots that you are interested in in relation to this application, please.

00:03:06:28 - 00:03:41:19

Yeah, I'm Rob Foskett, I'm chairman of Worcester Parish Council. So mainly just I'm picking up on a quote Mr. Fox made about land agreements. I went when this came about, I went out and spoke to all my farmers, and it would appear that the land agents came out and said, you have to go along with it because they'll compulsorily purchase it. You know, it seems to be a little bit of, um, that the job's done. And the farmers weren't aware their land agents were already telling them, just go along with it because you get the best compensation.

00:03:41:21 - 00:03:45:28

And to say he's got agreement. That's not what my farmers are telling me.

00:03:46:22 - 00:03:49:15

Okay. Thank you for that intervention.

00:03:51:16 - 00:03:54:19

Jenny from the applicant wishes to respond to Mr. Fox.

00:03:55:05 - 00:04:01:07

No need to say that we've negotiated with Londoners in the usual way, and they have signed up to contractual options.

00:04:08:12 - 00:04:09:25

On the seller sites.

00:04:16:12 - 00:04:31:13

Okay. That concludes my comments and questions on item two point. Sorry 3.2. I'll move on to item three three, which is the purpose for which land is sought.

00:04:33:06 - 00:04:42:04

Can the applicant confirm where on a plot by plot basis? You set out the justification for the extent of land requested in the order.

00:05:01:15 - 00:05:39:18

For the applicant. The Land and Rights Negotiation Tracker, which is PD 002. It sets out the purposes for which each plot of land is required. This is based on the fact that each plot of land within the Ord limits is associated with the areas shown on the works plans for the various works, which is the area within which those works need to be located, and then the um rights or land acquisition required corresponds broadly to the work numbers that are in that location.

00:05:40:27 - 00:05:48:10

I think I'm looking for more than that in terms of the justification for the extent of the plots on a plot by plot basis.

00:05:50:19 - 00:06:23:24

About the applicant, to the extent comes from the fact that the starting point is what is necessary to deliver the scheme and all the different components of the scheme that is then defined. The limits of deviation for, uh, each work number. Um, and then from that the land requirement sits within those various limits of deviation, which is why then the tracker refers to those work numbers as being why the land is required, and particularly on the sort of, you know, within the area of the site of development sites.

00:06:23:26 - 00:06:52:03

You have multiple works numbers because there's overlapping requirements in the same space depending on the different phases. Um, but that's obviously informed by the fact that we need to take the Rochdale envelope approach and whilst also seeking to minimise the land that's taken. But ultimately it starts from, as we discussed this afternoon, what is necessary and what is necessary is defined by the works and the environmental requirements of the scheme.

00:06:53:08 - 00:07:25:20

Yes, if we talk about a individual plot here, but you refer to works numbers. So you may say that plot X has proposed work numbers one and 2 or 1, let's say, um, perhaps the cable corridor one would be a better example, but the extent of land that's required for the cable route will change on a plot by plot basis, but there isn't a justification as to why the extent of those plots are different in each case. In some cases they are very broad, very wide, and in other locations they're much more refined.

00:07:25:22 - 00:07:40:23

And as you'll be aware, it has to be justified where you're pursuing the powers for compulsory acquisition of freehold rights. It needs to be justified why? The extent of land is required. So I'm just asking, is that something that has been submitted?

00:07:43:04 - 00:08:23:18

Alison Dublin for the applicant. so the various documents need to be read in conjunction with each other. The Land and Rights Negotiation Tracker, signposts to which work numbers are in the specific area and from that works number. The environmental statement provides, uh, the um, the detail about what the Rochdale envelope is and further detail about why, um, sort of the general parameters that have been applied. Um, in terms of I suspect what you're looking for is an explanation of each area where the cable corridor is broader than 50m.

00:08:23:23 - 00:08:29:15

Um, and a justification for why it's broader in that area. Um, is that correct?

00:08:30:18 - 00:08:49:01

Yes. The role of the examining authority is to consider whether the request for powers to compulsory acquire land, whether that's the land or the rights, is completely justified. We have to we have to follow that test. And I need the evidence from you in order to consider whether that has been passed.

00:08:49:27 - 00:09:33:06

Alison Dublin for the applicant. So in each of these locations there are various different constraints that have informed the design. Um, I'm not sure if we have set out explicitly for each location what those constraints are. Um, and I'm mindful that, um, this is the sort of document that could be, um, incredible levels of detail. So what I am going to suggest is that we take away and for each area where the cable corridor noticeably is broader than 50m, is that we provide a brief summary of what the constraints are that have led to that broadening.

00:09:33:08 - 00:09:52:21

So then, um, it's clear to understand. And then should you need further detail, um, in regards to any particular broadening, then we can address that either within the issue specific hearings or in writing at that time, to signpost to individual parts of the relevant documents.

00:09:53:08 - 00:10:06:27

Yeah, I'm happy for an action to be added, um, around this point, but I would remind you that it is necessary for all plots. Justification for the extent of all plots need to be provided.

00:10:07:03 - 00:10:09:22

Mr. parks, on behalf of the applicant, um,

00:10:11:14 - 00:10:43:11

I think the problem here, sir, is that the justification for the plots is because we need the land for the works. So within the within the cable route corridor, you have, um, in the 50 meter starting point, which is, um, fairly industry standard. And then where we've gone above and beyond that, we can explain that. But for all the plots that are within the cable route corridor, The A4 within that 50m, the explanation is going to be the same again and again.

00:10:43:13 - 00:11:26:21

It's it's within a 50 meter corridor. And similarly, um, you know, we've explained in our approach to we sorry. In that note, we can explain our approach to how we've defined the land needed for access points, because I appreciate there's the the areas for that. But for all the other, especially on the solar development sites, the answer is going to be it's needed for the work numbers shown in the tracker, which is why the tracker has the columns that it does. And then that's the starting point. So I just in terms of justifications, I think that's why we're suggesting one that's focused on the exceptions to the rules, with the rules being 50 metre corridor and it's a limited deviation.

00:11:27:23 - 00:11:37:05

Okay. Let's see that as a starting point. And we can go from that. And if you could just turn your microphone off as well Mr. Fox and keep.

00:11:40:14 - 00:12:12:03

I would have gone through some lung specific questions today on the screen, but for the purposes of how long we have available this afternoon and propose that I won't do that, but instead those questions will form probably part of the excuse that will be out in question one. So I'll just give you some forewarning that particular plots, there will be questions around the specific reasons for the extents of land that you're looking for. Um, so if you do have that document we've just referred to for the justification ahead of that.

00:12:12:05 - 00:12:17:14

So for deadline two, that would be useful. And then that will inform our questioning.

00:12:19:21 - 00:12:34:06

Absolutely, sir. Thank you. I was just going to ask when we when we go through the actions at the end, it would be good to just talk about what the deadlines are going to be for each of them, because that one, for example, it's probably more likely by deadline two as opposed to deadline one. But we can talk through every item.

00:12:34:15 - 00:12:35:13

That's fine.

00:12:37:08 - 00:13:10:25

Okay. Moving on. Table 1423 of Environmental Statement chapter 14. I believe that's exam library reference app 052 identifies the proposed cable corridor access locations and whether they would be required for construction phase, operation phase, or both. If a proposed access is identified being required for the construction phase only. Can the applicant explain why permanent compulsory acquisition of rights are being sought? And if it's useful, we could have.

00:13:10:27 - 00:13:14:21

We can put an example on screen, but that may depend on your answer.

00:13:16:18 - 00:13:49:18

Uh, Alison Dublin for the applicant. Uh, apologies, I missed the table reference, so I don't have it in front of me. However, in respect of the cable corridor where, um, we have a number of accesses that were also required for operational access. This is where it is in relation to a section of corridor that due to environmental constraints such as a railway or a watercourse, it's not possible to access that part of the cable route by walking along the alignment of the cable easement.

00:13:49:21 - 00:14:22:17

So where, for example, the cable easement crosses a public highway and therefore can be accessed from the public highway. Um, the access used for construction is no longer required. However, there are various locations where it's not possible because if you were to walk along the cable, um, easement, you would need to cross a river where there isn't, um, a crossing or the railway where similarly there's no crossing. And for these reasons there is a number of locations where access is also required.

00:14:22:24 - 00:14:57:03

Okay. I'm I think I understand what you're saying. I'm not sure if that answers what I was asking, which was in table 1423, which I think you're after that reference again of, uh, environmental statement. Chapter 14. This identifies the proposed cable corridor access locations and whether they would be required for the construction phase, operation phase, or both. And if a proposed access is identified being required for the construction phase, only in that table can the applicant explain why permanent compulsion acquisition of rights is being sought.

00:14:57:06 - 00:15:08:11

For those for the for the same area. So if we want to put an example on screen, it would be sheet number two of the land plans. And we could look at construction access to reference.

00:15:40:06 - 00:15:41:17

Which plot are you referring to?

00:15:42:06 - 00:15:49:00

It's. I'm looking at the, um, construction access to. So that will be.

00:15:52:06 - 00:15:54:23

Labeled the accesses on this side of you.

00:15:55:24 - 00:15:57:17

Plot 2009.

00:15:59:18 - 00:16:01:18

The section marked in blue, won't it?

00:16:06:00 - 00:16:22:21

So, Mr.. I did wonder if maybe what we could take as an action is a version of that table which has the construction only access points, the plots they refer to, and then an explanation of our land strategy approach in relation to that. Would that help?

00:16:23:10 - 00:16:24:22

Yes, I think it would. Yeah.

00:16:24:24 - 00:16:30:25

Yeah, I think it's best we do that because then otherwise we could be here all day doing each of them the same. Yes we do. Thank you.

00:16:48:18 - 00:17:20:12

Okay, moving on to special category land and specifically village greens. Paragraph 10 to 5 of the statement of reasons that's examined by exam library reference app 020 explains compulsory acquisition of rights for special category land is required to facilitate operation and decommissioning phases. However, part five of the Book of Reference, which is AB 022 and the land plans identify the various land plant land plots for temporary possession.

00:17:21:08 - 00:17:24:02

Can the applicant confirm which is correct please?

00:17:24:23 - 00:17:55:11

Uh, Alison Dublin, on behalf of the applicant. Uh, the land plans and the book of reference are correct. The, um, statement of reasons reflects a slightly older design of the scheme, and it was, um, quite late in the process, determined that it would be possible to build the, uh, build the scheme

without requiring permanent rights over the land that is considered to be open space, and therefore the, um ask was reduced to temporary possession.

00:17:55:13 - 00:18:01:27

This um, in this area. However, the statement of reasons was unfortunately not updated before it was submitted.

00:18:05:17 - 00:18:09:29

Uh, we will update this for the next, uh, deadline.

00:18:12:12 - 00:18:13:23

Thank you for confirming.

00:18:17:03 - 00:18:27:11

Sure, it shouldn't be necessary, but of course, the accuracy of these documents is of the utmost importance, particularly in relation to the compulsory acquisition of land and rights and temporary possession.

00:18:28:29 - 00:18:42:03

I would like to hope that you will take the opportunity to review the whole of the suite of documents in relation to compulsory acquisition and ensure they are accurate, because any concerns that we may have could influence how we proceed with this examination.

00:18:44:20 - 00:19:06:11

Continuing with a special category of land, the applicant seeks in the draft Development Consent Order, the special parliamentary procedure should not apply before authorizing compulsory acquisition of lands or rights. Can the applicant signpost to the evidence that that identifies specifically the persons in whom the land is vested and any other persons entitled to rights, and clarifying the extent of public use of the land?

00:19:11:28 - 00:19:49:07

So the applicant. So there's a couple of points here. Um, so we will then just said be updating the preamble to the DCO, because it is in this situation where temporary possession powers are sought or not. Compulsory acquisition of rights. Um, then the special category in special parliamentary procedure tests in section one, three two and 131 do not apply to temporary possession plots. So we don't we don't have. Well, both ourselves and yourselves won't have to ask yourself the question as to as to whether the relevant tests have been passed because they no longer apply as a temporary possession.

00:19:49:09 - 00:19:52:02

So we will update the DTA to account for.

00:19:52:06 - 00:19:53:21

The need they need for this will fall away.

00:19:53:23 - 00:19:54:24

Yes. Absolutely sir.

00:20:25:29 - 00:20:44:09

Times reading through my. I think that concludes really the point. I think we've got several actions that will probably cover various lines of questioning today. So we will confirm those actions at the end. But I will now provide an opportunity for anyone who wishes to raise anything further in relation to item three three of the agenda now.

00:20:50:24 - 00:20:57:21

Okay, I shall move on to item three four, which is a demonstration of a compelling case in the public interest.

00:21:04:04 - 00:21:35:12

Section nine of the Statement of Reasons explains the applicant's compliance with human rights legislation relevant to the determination of the application. And this is picking up on a point where we've touched on earlier in terms of what assessment has been made on the effect upon individual affected persons, and the private loss that would result from the exercise of compulsory acquisition powers in each case. And where is this assessment set out in the case by case basis? And I think you so far have confirmed that that isn't set out.

00:21:35:14 - 00:21:37:08

It's not something that you've sought to do.

00:21:42:21 - 00:22:34:17

Alison Dublin for the applicant. Yes. At this stage, um, the assessment of the value of compensation for the purposes of the funding statement has been based on an allowance based on the area, um, of the scheme. Um, the quantum of compensation is not, um, a matter for examination beyond satisfying. Um, the secretary of State that the scheme, including the compulsory acquisition, Um compensation is funded, which is what is set out in the funding statement and what is, uh, guaranteed by, I believe it's article 48 that secures that a guarantee must be put in place to the satisfaction of the Secretary of State before the compulsory acquisition powers may be exercised.

00:22:34:19 - 00:22:35:10

Thank you.

00:22:48:06 - 00:23:07:27

Part of our considerations is that the public benefits of the proposal outweigh the effects on persons whose peaceful enjoyment of their properties proposed to be interfered with as a result of the proposed development. In absence of a detailed assessment of this on a case by case basis.

00:23:09:18 - 00:23:13:07

How would you propose that this can be demonstrated?

00:23:26:25 - 00:24:04:14

Alison Dublin for the applicant. So the test is whether or not the impact on individuals as a group, um, is outweighed by the public benefit of the scheme in terms of an individual's, uh, right to

compensation. That is a matter that would be either agreed or determined in the absence of agreement by the the Land tribunal. But in terms of the the individual losses, the individuals should be viewed as a sort of a group conceptually as opposed to the individuals um identified.

00:24:04:16 - 00:24:39:19

The applicant is, um, confident that as a result of the provisions in the DCO, There. Any interference with private rights is, um, of a type that, um, is suitable to be compensated for. And um and in consequences is. Yeah. The applicant is is satisfied that the interference with individuals is justified, um, for the reasons set out in detail in the statement of reasons, by virtue of the urgent need for the generating capacity offered by the scheme.

00:24:41:10 - 00:24:49:19

You referred to, the affected person should be considered as a group rather than individuals in. In this, can you point to where in the guidance it should actually suggest that?

00:24:50:06 - 00:25:29:26

Mr. Fox, on behalf of the applicant, I think what we mean by that is that the the concept of this because because the question of compensation is not before you, as per the guidance, the, the question of, of private loss is, is if it's not compensation. Then what is it? Um. And then the question is then it's a loss of enjoyment of their land. And in that context, the loss of the enjoyment of the of the land is apart from the enjoyment of it, which is almost qualitative, is affected by our proposals.

00:25:30:04 - 00:25:46:21

So in the sense that, yes, we are taking a right or yes, we are taking, um, you know, in, in the case where we can't rely on the options, people's land to build our scheme. But, but the impact to them is the loss of the enjoyment of the land.

00:25:48:24 - 00:26:08:12

So my question is if you just turn the microphone again. Thank you. How does the applicant then assess the private loss arising from the proposed acquisition independently of the compensation regime? And if not, how can the decision maker be satisfied that the true extent of the interference with private property rights has been properly weighed against the public benefits of the scheme.

00:26:10:00 - 00:26:41:24

Alison Dublin for the applicant. So the applicant is confident that through the development consent order, any interference with private rights is one that is properly converted into a claim for compensation. And then on that basis, then it becomes a matter of the general principle of is there funding in place to cover the compensation claims to which the funding statement provides? The answer to that is yes.

00:26:42:07 - 00:27:13:26

Um, and then the planning act, um, as further confirmed by the guidance on the examination stage, um, confirms that it's not the purpose of a compulsory acquisition hearing to discuss the compensation that may become payable, um, and representations that relate to the value of compensation for compulsory acquisition of land interests and rights over land should also be disregarded, both by the examining authority and the Secretary of State when deciding an application.

00:27:13:28 - 00:27:33:22

So you'll forgive us, but this is essentially questions as to what an individual party may be entitled to in terms of compensation. Is very different from the question that any interference is one that could be compensated for, for which the DCO does make effective provision.

00:27:35:11 - 00:27:56:20

Just to clarify, I'm not pursuing the amount of compensation. That's not what the aim of my question. However, my question is to how the assessment has been made for the private loss of individuals and that private loss needs to be identified before public benefit can be weighed against it.

00:28:04:03 - 00:28:42:03

Mr. Fox on behalf of the applicant. I think we're going to have to take this away. I think so, because I feel like, you know, you're not getting the answer that you want. Um, but I think my concerns there is that I can't think of any. Well, never mind SEO, sir, but CPUs or or transport works out orders or any other equivalent statutory provision where an applicant has undertaken analysis of individual private loss. And I think part of what that comes down to, sir, is if you take away compensation, what else the private loss would be? So what is it that you would be assessing.

00:28:42:06 - 00:28:52:14

And I think what our starting point is, and I can't think of what else that would be above and beyond compensation, because that's what the compulsory acquisition regime provides for. That's how your loss is dealt with.

00:28:54:14 - 00:29:08:13

Our position would be that our, our, the public benefits would outweigh whatever that loss would be in the concept and the context of. I'm not sure how you would quantify any loss other than putting a monetary value to it.

00:29:17:03 - 00:29:50:13

I think you're right in the sense that we're not progressing, particularly with the line of questioning and the answers. Therefore, perhaps the best way is that you review what's been, um, in what's in the recording and what's in the transcript in terms of today and the line of questions, which I'm often the information that I'm after. And if you're able to point to within particular pieces of guidance, as you've sort of alluded to, that this can be collected, the effective persons can be assessed as a collective rather than on an, on an individual basis.

00:29:50:17 - 00:29:53:22

That would be useful. It's not something I'm aware of.

00:29:54:06 - 00:30:40:20

It's not that I think I just want to clarify on that point. It's not that we're saying each person's private loss gets added up, but it's coming back to that point. Now, I just tried to finish there, which is if you don't put a value to it, how you would consider the balance is something you can't put a value with. Against these benefits that we've tried to we've set out in statement of need arise from the proposed development. So I think we will take it away. But in the context that I can't think of any precedent

where anybody, any applicant has ever done an individualized loss, um, calculation, for want of a better phrase, then the only thing we could say is it's the general concept of people are losing their enjoyment of their property.

00:30:40:22 - 00:30:47:26

And that's what we meant by collective in that in each case, that is what they are losing, and that is what you are judging against the public benefit.

00:30:49:15 - 00:31:11:09

Yeah. So if that could be set out on an individual on an individual basis, what that private loss is irrespective of the financials. We're not interested in the financial side of this. As you're more than aware, that's not what we're here to examine. It's the private loss and the assessment before that they would have the compensation.

00:31:11:11 - 00:31:12:15

Yes, sir. Thank you.

00:31:35:25 - 00:32:00:03

Before I move on in balancing public benefit against private loss, has the applicant assessed the impact of the possibility that landowners may be subject to temporary possession and subsequently to permanent acquisition? And they can and the applicant identify where in the statement of reasons. The additional burden arising from this state approach has been assessed. Please.

00:32:02:15 - 00:32:39:08

Alison Devlin for the applicant. Yes, it's the short answer. The DCO provides that compensation is available for temporary possession, in the same way that the acquisition of permanent rights or the acquisition of land would also give rise to a claim for compensation. And if this could not be agreed, then it would be determined by the Land Tribunal in the same in the same way. Um, the use of temporary possession powers, um, is a mechanism by which the permanent interference with the land rights is reduced.

00:32:39:12 - 00:32:50:24

Um, so it's ultimately seen as a preferable mechanism because it does enable the overall interference with land rights to be reduced. Um.

00:33:05:25 - 00:33:15:11

So my understanding is correct. The answer to that is that the development consent order would allow for compensation in both instances, and

00:33:16:27 - 00:33:20:11

one after the other in both. Yeah.

00:33:21:09 - 00:33:24:03

Yes. That's that is correct.

00:33:37:29 - 00:33:48:08

Okay. That concludes my line of questioning for item 3.4. Again, I would like to give the opportunity to anyone else to raise any points if they would like to. On this item?

00:33:51:16 - 00:33:52:06

No.

00:33:56:02 - 00:34:02:02

I'll move on to item 3.5 and progression on negotiations with affected persons.

00:34:06:18 - 00:34:29:17

Start with the applicant. Give us a brief update on progress of negotiations with affected persons. And if you could also refer to envisions dates and dates for the conclusion of negotiations, that would be helpful if we, um, cover statutory undertakers as well as any of the Crown interests. Thank you.

00:34:31:00 - 00:35:08:21

Mr. Foxman. I think we'll start with the Undertaker, if that's okay. And the others? Um, so can we confirm that protective provisions are agreed with the Environment Agency and a number of a trust and both the internal drainage boards? Um, The canal and river trust provisions aren't in the DCO that were submitted that you'll be aware, but they are in the detail that we submitted at deadline two. Um, which is also the case for the minor amends to the Water Protector provisions to look out for something we agreed with Selby.

00:35:09:15 - 00:35:40:19

Um, for National grid electricity transmission and national gas transmission. Um, with these um undertakers, the applicant, um, is seeking to take a common approach with those parties. Um, as with its wider portfolio of projects, you understand the applicant's parent company is developing, um, solar decads across the country, and we're already developing some of them. Um, and we're trying to take a common approach to issues, commercial issues, you'll understand.

00:35:40:21 - 00:36:13:28

So, um, so, uh, they are. Um, so obviously we recognize there are project specifics, the kind of points around key commercial terms would be similar. Um, so, um, we understand that on those other projects, they are those negotiations nearly complete, which we would then be able to run across into the project very, very, um, easily. Um, so we're confident, comfortable, um, that those will be able to be resolved certainly before the end of the examination.

00:36:14:00 - 00:36:17:06

We would hope. Well before that, um,

00:36:18:29 - 00:36:49:00

for northern gas networks and northern power grids. Um, discussions are continuing, but we see no reason to consider that they won't conclude. Um, we're mainly just waiting to hear back on a couple of points from those parties. Um, again, acknowledge MPG weren't originally in the DCO, but they will be, um, obviously at this stage they will reflect our current preferred drafting while discussions continue. Um, and there is going to be an associated with them. Um. Network rail.

00:36:49:26 - 00:37:22:27

Sorry. Provisions are in the DCA. Um, we're seeking to find a position there. Um, we think we are very close. There's essentially two clauses being considered. Um, and I think we're about to tell them that we're going to give them most of the most of what they want. Um, so I'm confident, confident that, um, that will be able to be, um, resolved. Um, Yorkshire Water. Um, we have proposed amends to part one of the schedule, which is the kind of generic protective provisions for water and other companies.

00:37:23:06 - 00:37:56:08

Um, to add a couple of clauses specifically relating to Yorkshire Water. Um, that was the approach that was agreed with them on the Drax Bioenergy carbon capture storage plant just down the road from here. Um, so we don't understand that to be a problem with that in principle. So we're just waiting for them to confirm they're happy. Um, and then they will be resolved. Um, National Highways. Um, those are in discussion. Um, I think being completely honest, they're probably in a slightly earlier stage of discussion. Um, because partly what we're debating is some of the scope of the provisions.

00:37:56:10 - 00:38:36:07

So I know they're not here, but I note in their relevant reps, they talk about concerns about impacts to the SRN. We don't impact the SRN. Um, and obviously that as a starting point is affecting what is or isn't in the protected provisions or how and how they are drafted. Um, appreciate they're not here. I'll stop there. Um, but we hope we are. Um, we haven't done so. We're about to go back to them with some comments on our, um, and provide them with some more information that they've asked for. Um, and we'll obviously keep you updated as per the statement on the ground, um, and the tracker, uh, se in relation to the hydrogen development project.

00:38:36:09 - 00:39:14:15

Um, we recognize they're seeking protective provisions on the face of the DCO. We're still discussing with them, whether that's in fact necessary. Whatever's happening, we are making progress on the relevant documentation with them through an agreement that's gone back and forth a couple of times. Um, and, um, I think we are agreed on the general principle. This is just some drafting points that, um, we need to, um, be worked through. Um, and then lastly, um, event, um, um, who are so development that we actually referenced earlier when you're talking about cable optionality.

00:39:14:26 - 00:39:48:07

Um, we are not doing productive revisions with them, just doing a commercial agreement, the latest draft of which will be with them, um, this week, but which reflects, um, longstanding discussions, um, that, uh, the applicant has been having with the promoter of that project for some time. So there's nothing in that draft which should be of a surprise. It's not coming from a standing start. Um, I think that therefore covers all of the, um, such an undertaking. Asset protection, um, type parties.

00:39:48:21 - 00:39:57:21

Um, and then in relation to the, um, land interests more generally, um, I invite Paul to speak.

00:39:58:23 - 00:40:30:08

Um, Elizabeth Hall on behalf of the applicant. Um, there are 92 interests across the scheme, as listed in part one of the Land and Rights Negotiation Tracker app 023. All interests have been issued with either heads of terms for the rights being sought or a license agreement, where only temporary rights are being sought. Of the 9 to 2 interests, the nine landowners for which the solar PV array for the solar PV areas have signed options in place for the interconnecting cables, one landowner has a signed option in place.

00:40:30:14 - 00:41:01:03

22 landowners have signed heads of terms in place and two landowners have a signed license agreement in place. This equates to 37% of Londoners having either a signed option, signed heads of terms or a signed licence in place. The applicant understands a further two sets of heads of terms are in agreed format and are with respective landowners for signature. 56 agreements remain outstanding, including those which the applicant understands are in the process of being signed. Of the 56 outstanding agreements.

00:41:01:05 - 00:41:37:24

Six interests are unrepresented and the remaining have agent representation. 13 interests are represented by one agent firm and heads of terms are due to be reissued shortly following revisions being made after positive negotiations. As a high level overview of some of the outstanding points of difference when negotiations are ongoing, these include drainage commercials, both in regards to diminution in land value and agent fees, and also the location of the auction area. The applicant remains confident that the outstanding points of difference are not insurmountable, and is hopeful negotiations will conclude positively over the coming months.

00:41:38:04 - 00:41:55:15

It's the applicant's preference and intention to agree as many heads of terms as possible through the voluntary forum, and that the use of CA powers will always be a last resort. With all outstanding agreements, the applicant remains willing to engage with those parties on the heads of terms and will continue to offer meetings and dialogue with those parties.

00:42:00:01 - 00:42:05:02

And how about for the Crown land? I don't think you updated on that.

00:42:05:07 - 00:42:22:27

Um, sorry, Mr. Fox, the applicant I should have should have mentioned that. So, um, as you would appreciate, we are very well aware of the need for section 1135 consent to be sorted. Um, the land agents have been having that to speak to their land agents, but that will, they will flow kind of flows together in terms of section one three, five.

00:42:24:28 - 00:42:35:04

Elizabeth Hall, on behalf of the applicant, um, we've had positive negotiations with the agents for the Crown Estate and understand it is only commercials that is outstanding in respect of that agreement.

00:42:38:22 - 00:42:40:12

Have you got anticipated dates?

00:42:42:07 - 00:42:50:29

Um, so at the moment, we're waiting on a response from the agent, um, in regards to the commercials. Um, so, yeah, as soon as they get back to us.

00:42:52:19 - 00:43:15:21

And Mr. Fox come out and I know I would say this, but I would just want to re-emphasize the point that particularly with the protective provisions, but also with landowners, when, um, in our ability to negotiate, it's a two way street. So we are we are we want to emphasize today that we are trying to complete negotiations with everybody. Um, but, you know, sometimes it's out of our hands as to how quickly they will respond.

00:43:23:24 - 00:43:36:13

Thank you for the update. It's quite useful. Could the applicant clarify if there are any objections from category two parties to any land rights. And can you confirm the current position?

00:43:40:15 - 00:43:41:00

It's

00:43:42:12 - 00:43:45:15

not offhand. I think we can confirm that in writing. So.

00:43:54:15 - 00:44:05:20

Probably be useful is to have that included on the Land Rights Tracker updates going forward. Category two parties. Mr. Fox, you've still got your microphone. There's no problem.

00:44:14:25 - 00:44:17:13

Anything else you wish to add before I move on.

00:44:17:27 - 00:44:45:18

To Mr. Mark, the applicant? Um, I'll bring Miss Hall in, just to make the point that she was making to me there. Uh, what I would say is to avoid the tracker becoming massive. Um, only long and potentially unreadable that we would update it in. If the reason I said I can remember offhand is I'm not sure if any have actually submitted a representation or not, so we'll need to check that. And if they have, then we will add them to the tracker rather than just adding all the category two parties.

00:44:47:01 - 00:45:01:12

So they should be aware for every objection that there is in terms of this proposed development related to the proportional acquisition of rights or land for that matter, we need to report on and consider the identification of all those parties we will need.

00:45:03:24 - 00:45:45:28

Elizabeth Hall on behalf of the applicant. And so the applicant is pursuing the voluntary agreement with with the freeholders of the land and is engaging with the landowners to understand or establish if there is any tenancies on that land and the nature of that tenancy, and then is making an assessment as to whether any rights are needed from, from that party. So once those assessments have been done we can understand whether we need to pursue an agreement with with those interests. Um, it's important

that those, um, discussions with the landowner conclude fast, because we need to make sure the rights that we're seeking from the tenant, um, from our tenant or occupier, do not conflict with what is agreed with the freeholder.

00:45:46:00 - 00:45:47:28

So it needs to be done in that order.

00:46:01:27 - 00:46:46:27

We just talked very briefly on there, an updated land rights tracker. And as they as those are updated at the various deadlines, as we've set out in the draft timetable, it would be useful for the landowner tracker to clearly identify the specific land plots which have signed agreement, head to terms agreed or an objection. At the moment, the tracker currently identifies this on an infected person basis, but identification for each plot is also necessary. So, um. On the early version of the tracker which was submitted, it would say the majority of these plots have been agreed to, but perhaps with some additional plots that have been added that weren't included in the original leasehold option agreements that you had clearly need to have it absolutely.

00:46:47:08 - 00:46:55:26

Sort of explicit as to which plots are agreed to, which ones aren't, and as to which point in the negotiations, um, you know, are you please.

00:47:06:23 - 00:47:32:13

Have the applicant. We will do that. Um, I think we'll make clear in the front end of that tracker that unless otherwise stated, where we say that for a land interest, it can be assumed that all the plots are where we say an option is agreed. Then all the plots that are referenced for that land interest are included in that option. It's only where it's the case that there is additional parts that aren't signed up to that. We would need to say that they're not.

00:47:34:13 - 00:48:11:05

I understand why you're suggesting that. My concern is, again, if you just turn your microphone, I kind of I think it makes mine slightly quieter when you have that on. My concern with that approach is that given some of the, um, issues we've identified in terms of accuracy at the moment with the documentation that's been submitted, assuming that a land plot is agreed to when it's not explicitly been stated that it has give me some concern, I think, at this moment in time. So I think on the basis of what we've experienced so far, we'll have to have it on a lump that needs to be explicitly clear to us that that's been agreed to.

00:48:11:07 - 00:48:12:11

Does that. Does that make sense?

00:48:13:10 - 00:48:18:04

Yes, we can we can certainly do that. I think we can just in each row, make it absolutely clear.

00:48:32:15 - 00:48:54:25

What I'll just briefly do as well is just finally, just to ask for an explanation around your approach to negotiation with category three parties, I appreciate you've stated that you're not looking to enter into

voluntary agreements with category three, but it's just how they're captured. Um, currently within the submitted documentation.

00:48:57:19 - 00:49:32:29

Of the applicant, I think the the truth there is that category three interests, the nature of their compensation only crystallises at the point that, you know, the impacts that are definitely the impacts that are being caused. Um, so we can't negotiate In comparison to category one and two interests, where you're negotiating with them to make sure that you don't have to use the powers, and so you can get onto the land, the category three interests, it's their interest as a consequence of using the powers.

00:49:33:01 - 00:49:50:05

So you can't negotiate with them because there's nothing to negotiate at this point in time as to what the value of that conversation would be. Because, for example, if it's a part one claim, that's a loss of a loss of value due to noise impacts, I can't say what that will be until it's actually happens.

00:49:52:19 - 00:50:21:10

Yes, it's probably relates to some of the earlier lines of inquiry around the assessment of private loss. And we're talking about rights previously, but we've also got category three. And we've had some examples today from the representations that would perhaps fall into or they fall across category 2 or 3 and three. Sorry. Um, so for those that are in very close proximity to the order limits, I'm just wondering how you've approached those instances.

00:50:23:23 - 00:51:02:11

Mr. Fox, and behalf of the applicant. I think that's less about negotiating about a value. That's about do we have we put in place sufficient mechanisms to make sure that we're talking to people during the construction stage to manage those impacts? But the extent to which there are then impacts, which are then quantifiable in some compensatory way, that can't crystallize until after the activities happen to the extent that they cause a compensated with event, and also in the context that the hope is that through the management measures that you put in place, such claims don't need to arise or won't arise.

00:51:03:17 - 00:51:13:21

Um, so so in that instance, the focus therefore, is on whether we're putting in place the relevant measures in our management plans, to which at this point we would say we have.

00:52:18:00 - 00:52:25:17

Okay, that concludes my line of questioning for this agenda item. Again, I'll just provide an opportunity for anyone else to comment.

00:52:32:26 - 00:52:43:11

I will now move on to review of the issues and actions arising. Should have been taking our own folks along as we've gone today and I know of as well.

00:52:44:28 - 00:53:08:05

Rather than taking a short adjournment to reconcile that, we thought we were about to just ask for the applicant to relay your understanding of the actions from today, or cross-reference that against ours.

And then also following this hearing, we will look to publish the action points on the infrastructure website for this project as soon as possible. Would that make sense?

00:53:08:07 - 00:53:16:24

Yes. Thank you sir. We welcome that. Um. We don't stop, because that's why I was when we were doing that, as I was trying to finish it.

00:53:17:07 - 00:53:18:13

Are you okay to start with that now?

00:53:18:15 - 00:53:30:06

Yeah. Yeah. Um, so the first action we took was, um, the point on the order limits versus order land definition. Um, an explanation of the differences and how that compares to the precedents.

00:53:32:26 - 00:53:33:14

Um.

00:53:36:07 - 00:53:58:12

Yeah. Very good point. Uh, Mr. Willis just needed to agree the deadlines for which. Yes, would be submitted by the following. Sorry. I think following the general sort of approach for the draft examination timetable as it stands, I would suspect that probably looking really for everything to be for deadline two, unless we otherwise agree.

00:54:04:20 - 00:54:05:07

Can I?

00:54:07:21 - 00:54:40:04

Have the applicant can I, as we go through giving my suggestions for which that's fine and then perhaps run. So I think that one we could probably do for deadline one, because I think it flows from this discussion that we're having and the write up, and it can just be in the in the summary rather than big notes. Um, I would say similarly. So I'll go to action two that I had, which was um, explanation slash expansion on what I said, on why a write could not be used instead of, um, for acquisition for the set of development sites,

00:54:41:22 - 00:54:44:23

which I think we could look to do for deadline one.

00:54:48:18 - 00:54:49:07

Um.

00:54:52:19 - 00:55:11:25

Actually, three I took was clarification on, um, the where an applicant uses CA powers, where an option was previously agreed has been previously agreed. What does that affect the compensation value is as compared to someone who doesn't have an option. Agreed.

00:55:13:04 - 00:55:31:01

I can't just add on. I think it was the difference because there was no difference in disadvantage in that party, I think. That's what the point was. So, uh, explain that where powers are secured over by a volunteer agreement, where if it reverted to a CA, the no less disadvantage.

00:55:35:16 - 00:55:39:15

Deadline day response for that was what? Sorry.

00:55:39:26 - 00:55:42:10

I think because the deadline. One for that one. Um.

00:55:50:21 - 00:55:55:24

Um, action uh, for that I had was, um.

00:55:58:09 - 00:55:59:00

Um.

00:56:01:15 - 00:56:34:22

To what? It's kind of rough note here, but to what extent applicants make submissions on what controls there are on when we choose options, when we have options in the cable route corridor. Um, how does that kind of get, um, get secured in terms of then then not being an imposition on the people whose options we're no longer using, but over the five year period. So essentially, a note on what happens when we choose not to do an option for the purpose of the powers.

00:56:48:23 - 00:56:49:08

Um.

00:56:56:17 - 00:57:18:12

I think I sort of appreciate your trying to work through your notes as you've made for the day, I think for the purposes of today. in interested parties here will probably look to. Will confirm the action points in writing. You know as soon as we can after this hearing actually closes. Um, I've still got one of you on our list.

00:57:18:21 - 00:57:54:29

Yeah, I've got I've got quite a few more. I think it would be grateful if we could just go through them today before the end, just because I think just to make sure that we're kind of roughly on the same page. I know you all set it out in writing. Yes, but I'm conscious that there has been quite a lot of you asking us a question, and you're feeling that we've not quite answered it. So I think I think it would be good if we could just continue to go through them. Okay. So I'll try and I'll try and keep it quick. I mean, that's probably the most complicated one, I think, in terms of my notes. Um, I'm going to suggest deadline two for that because there's an option in a second that sorry, an action and a second, which I think it makes sense to do them.

00:57:55:01 - 00:58:28:07

As a note on optionality. Um, but the next action I had was, um, paragraph 3.5.15 of is where we were talking about why we need optionality for CRC 1 to 4 A versus 1 to 4 and four. So we'll do that for the nine two. Um, the next action was um, your request for a list, a list of the plots that are subject to

optionality. Um, and I propose that we do that with action four because it's all part of the same, basically our approach to optionality and powers.

00:58:29:13 - 00:58:29:29

Yeah.

00:58:32:29 - 00:59:03:22

Um. Action seven. Um, following this, um, Thomsons agents, um, reps, which was I said that we would take away to provide in writing my, um, the alternative access points to get to the CRC weren't chosen as opposed to hers. Um, I suggest, um, unless it's under the table, that we try and do that for deadline one, because I think that will help. Then Miss Thomas and respond for deadline two, which will then inform your questions. Given that's quite a specific point, I think that would be that.

00:59:04:12 - 00:59:05:02

Um.

00:59:07:03 - 00:59:50:14

So next action was, um, in the discussion around, um, justifying the extent of each plot. We said that we would do a note on what extent I said that we would do that, focusing on where we go outside of rules that we've set. And it's proposing that note. We say what those rules are, just so you're clear, um, and then set out where there are there are exceptions to those rules that that helps. Um, we'll do that for deadline two. Um, next one was on, um, your query about the construction access is listed in the table on chapter 14 that we would do a table that sets out for each of the cable corridor accesses.

00:59:50:16 - 00:59:57:22

We set out the plots that affected the powers that we're seeking and the explanation of why, um, which we'll do for deadline t

01:00:00:01 - 01:00:30:15

Ten update the same of the reasons and the DCO to deal with that point about the special category land issue deadline to and on site to kind of updated application documents. Um, the note on our position on private loss. Um, I think that, um, we'll probably put something of a deadline one on that, because I think it flows from the summary of this hearing.

01:00:31:00 - 01:00:43:10

Um, and I think that, you know, conscious, I want to give you more time to then think about the questions you'd want to ask in response to that. So I propose we do that for deadline one. Um, if.

01:00:46:14 - 01:01:03:16

We're not reopening that debate, I think I'm saying that on the basis that at this point, I'm not proposing that we would do an assessment of private loss every individual affected by the scheme. And so what I'm saying at deadline one is we will set out our reasoning for why we don't think that's necessary.

01:01:05:25 - 01:01:07:00

Um, okay.

01:01:07:21 - 01:01:16:07

I think that let's see you then consider that and answer the question. So I think that's that's why I'm suggesting that like one because then it gives you to think that, um,

01:01:17:23 - 01:01:37:01

action 12 um, which is about category two parties. And I said that we next time we update the land negotiations tracker will include any category two parties if they've submitted representation, I think that's next year. They'll find two six in front of me. But I think.

01:01:38:01 - 01:01:38:16

That's.

01:01:38:18 - 01:02:14:25

Correct. I think it was in your appendix F list. So we'll do that as part of deadline two update of that. And there's action 13 which is we'll also include in that update a um, uh, clarity on where we say a signed option has been signed, which plots that covers. Um, and then the last action are taken, which was just that last conversation about category three, where we'll talk about our approach to operating with category three interests, which I'll include for deadline one as part of our summary of today's submissions.

01:02:27:08 - 01:02:52:05

Yeah, that's that's that's helpful and pleased to say consistent I think we might cut down. So that's helpful. So thanks for that. Uh, there was just for another party. Um, I think, uh, this is picking I think we asked if you could make a copy or submitting to the examination. The oral submission that you've made today could ask that to be submitted by deadline. One, that would be really helpful. Okay. Thank you.

01:03:00:25 - 01:03:23:19

Thank you. I think that that item, I think just for clarity in terms of submission, I think I think you've sort of been able to pick up the point. But for deadline two, it's the updating of any sort of documents and like one would be expecting sort of one document that is providing answers to specific points from the hearing. So he is that kind of aligned with what you were thinking in terms of submissions?

01:03:23:21 - 01:03:42:13

Yeah. Mr. Fox. At that point, I think, yes, the deadline one, we're hoping to make one document which will be the notes. And then for those I've said deadline one because I felt it could be imbued within that summary. Whereas option two is either updated application documents or longer notes, which probably need a bit more thinking time on the sensor.

01:03:45:06 - 01:03:57:17

Thank you. Completes that item. I'll now move on to any other business I do not, and the examining authority do not have any of the business. But I'll ask if anyone else has any issues or matters they would like to raise.

01:04:02:29 - 01:04:40:10

The absence of that, I shall move on to the closing of the hearing. I'd like to thank you all for contributing so fully and usefully at this hearing today. We found it all very helpful. I remind you that the digital recording of the proceedings today will be made available as soon as practicable on the project page of the National Infrastructure website. I'd also like to remind you that we'll be expecting responses to Action Points deadline one, which is the length of August or deadline to which just discussed time is now exactly 5:00 and this compulsory acquisition hearing one for the like by this other project is now closed.

01:04:40:12 - 01:04:41:23

Thank you sir.