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FULL TRANSCRIPT (with timecode)

00:00:06:10 - 00:00:17:28

Welcome back, everybody. It's now 1155. We will now resume our issue specific hearing into the draft development consent order, and I'll do that by handing you back over to Mr. Allen.

00:00:19:27 - 00:00:53:18

Thank you, Mr. MacArthur. The next section of the agenda deals with schedules 11 and 12 and the conditions and articles in those. Obviously, this is going to be a slightly one sided conversation in that the main management organization aren't actually here today, albeit that they did submit something at yesterday regarding the points they wish to raise in this meeting, which largely reiterate what the submissions were that they submitted at deadline two.

00:00:54:09 - 00:01:42:28

So given we are all here, do you think it's worthwhile just pursuing some of these questions? And what I'm proposing to do is that as an action point, we will give you the Marine management organization the opportunity to respond in writing to them. So schedules 11 and 12 are very similar in lots of things. So when I'm referring to one and possibly referring to both, unless I otherwise point that out. So if I can start off with the general point with regards to navigation through the gap between the Arrays app 82 in paragraph 469 states that no infrastructure, including subsea cables relating to the Hornsea projects, can be located outside of their respective order limits and therefore within the gap.

00:01:43:15 - 00:01:58:27

Can I just ask you to consider at me where this is secured is I cannot see which commitment covers the statement. And can you confirm if a wind turbine blade overfly and maintenance vessels jackups would be prohibited outside the order limits by the draft order?

00:02:03:05 - 00:02:04:01

Mr. Phillips.

00:02:08:00 - 00:02:09:16

Gareth for the applicant.

00:02:11:08 - 00:02:42:06

The powers that the applicant seeks in the DCO are limited to the order limits that are shown on the plan. So in terms of development, there will. There cannot be any development outside of those order limits, including over sales of turbines. The vessels associated with construction maintenance will will be allowed in the gap as with any other vessel travelled traversing through the area.

00:02:42:09 - 00:02:51:27

So no development outside the order limits, but vessels serving the development would would be able to navigate outside of them.

00:02:53:03 - 00:03:03:00

Okay. They'll be able to navigate outside. But obviously a jackup vessel would be located somewhere for a period of time. Would that be able to be done inside or outside of the order limits?

00:03:03:26 - 00:03:12:10

Inside the jet, the jackup vessel would be next to where the transition is being installed and therefore would be well inside the order limits.

00:03:13:03 - 00:03:28:19

Okay. Can I just ask Trinity House who raised this as a concern in their rep to A94? Well, they're concerned that overfly would reduce the effective width, but obviously also on the point with regards to vessels if they're happy with the response provided by the applicant.

00:03:34:26 - 00:03:54:13

Tom McNamara on behalf of Trinity House, I don't know if I can ask Captain Harris to come in on on that specific point. I certainly agree with with everything the agreement said about the exercise of powers outside the old limits. But I don't know if Captain Harris has any anything else to add about the flight zone.

00:03:57:05 - 00:04:09:29

Thank you to our story house. Yes, I agree with that. And ma'am, the concern there will be with inside the order limits are things being addressed adequately and we're still content with the exclusions.

00:04:10:28 - 00:04:14:10

Thank you. And as the Maritime and Coastguard Agency want to comment on this.

00:04:20:07 - 00:04:24:29

Yes. Thank you. Yeah, we have no concerns and can be with the applicant.

00:04:26:16 - 00:04:33:10

Okay. I think just come back to the point is, can you drive me to where this is secured? Mr. Phillips.

00:04:36:25 - 00:04:40:08

Are we talking specifically in relation to jackup vessels?

00:04:41:02 - 00:05:09:22

Well, just in in relation to sort of these activities being contained within the order limits. And also, I suppose, jackup vessels, because the concern obviously is, is that gap between the arrays needs to be maintained. And the the issue was that there was a potential, which I think he addressed with regards to the overfly of the blades impinging into that gap, but also the concern that maintenance vessels might be, you know, left for a period of time within that gap, which would obviously effectively narrow it.

00:05:10:20 - 00:05:30:17

Okay. In terms of development. So that would be the oversight of the turbines and where they're erected as a matter of law. We can't we can't develop those or build them outside of the order limits. In terms of jackup vessels, if we need to give a confirmation around those, then then we'll take that away and address that in a day or three.

00:05:31:10 - 00:06:03:00

Okay. Thank you. Right. If I can then just move on to schedules 11 and 12. The MMO have raised a significant number of points at deadline two, which is rep to I-77 with regards to the drafting of Schedules 11 and 12. And quite a few of these relate to minor drafting points, and these were reiterated in the submission that they made yesterday. Can I just ask the applicant that they review these and either amend the next version of the draft development consent order or provide an explanation as to why the suggested change has not been made.

00:06:03:14 - 00:06:14:22

Can you just confirm you're happy with that as an approach with regards to the minor points rights them? I'm talking about things like for example where they've cited that you've got an address wrong were registered companies number wrong.

00:06:15:21 - 00:06:17:06

Characters the applicant. Yes.

00:06:17:28 - 00:06:45:23

Okay. So on that basis, there are a couple of points that I would like to discuss. Schedule 11, Part one, almost CO two A There's currently no definition of order limits in the deemed marine licences, although there is obviously one defined within the development consent order in Article one. Why is it why are they not confer defined in the deemed marine licences? And this of course applies to schedule 12. As for Schedule 11.

00:06:51:08 - 00:06:55:14

Guarantees the applicant. The definition should be there. So we'll have that for the next year.

00:06:56:09 - 00:07:04:03

Okay. Thank you. Schedule 11, part one. Article two Hate, which is the addition of Driller RISING'S.

00:07:08:20 - 00:07:26:24

I note that a note has been done and the explanation provided by the applicant at deadline one and effectively what you were saying, it wasn't done at Hornsea three. Can I ask if this has been included in more recent decisions on, say, Vanguard or Yes or the East Anglia's? And the same question applies to Schedule 12.

00:07:41:01 - 00:08:16:26

Gareth can relate to the applicant up to two points on how it's been dealt with in the recent orders. We need to take that way and have a check. But in terms of the point, the actual substance of the point raised the driller risings are already secured through the pro-rata annex that's referred to and will be captured in the search for a document. So the point that's being raised has already been addressed in the order, and that was our comment previously. But we can take away the point about seeing if it's been addressed a different way in the East Anglia or desk orders.

00:08:17:22 - 00:08:20:02

And also Vanguard and Boris as well, please.

00:08:20:07 - 00:08:21:00

Yes, thank you.

00:08:21:06 - 00:08:52:16

Thank you. And Article nine. And it's the same for schedule 12 and. The Marine management organization object to the use of immaterial changes or materially new or materially greater environmental effects. I was going to ask the memo if they were here, if they had an alternative wording that they would suggest. However, I note in the submission that they submitted yesterday that the suggestion is that immaterial changes could be defined within Article one.

00:08:52:27 - 00:08:54:21

Does the applicant wish to comment?

00:08:56:05 - 00:09:32:09

Currently the applicant. This is a point that the MMO have consistently made for some time. We don't propose any changes to this particular condition. It is the same as those other recent orders that we've

mentioned already in this hearing, and it also reflects the similar provision earlier in the DCO that reflects the work being carried out onshore. As far as we're concerned, the applicants concerned, the Secretary of State is satisfied with this drafting as shown by these recent orders, and therefore we don't propose any changes to it.

00:09:33:14 - 00:10:04:28

Okay. And obviously, as an action point, we have already mentioned that we will be giving the Marine management organization the opportunity to respond at deadline three to the comments that you've made. This next question was going to be for the MMO from then on in the deadline to submission, they refer to articles, but I think that they actually referred to conditions and I was just going to get them to confirm that. So for example, they talk about Schedule 11, Part two, Article four, maintenance of authorized development, but that's actually Condition four.

00:10:05:10 - 00:10:23:05

So I'm going to assume that they actually do mean the conditions, rather the articles. And so therefore, I'm going to move on to discussion about the conditions. So on this point, the Marine management organization consider that an operation and maintenance plan should be submitted. Does the applicant wish to comment?

00:10:33:24 - 00:10:50:05

Guarantees for the applicant. We did actually submit the plan a deadline, too, but we didn't make the consequential changes to the DCO, which essentially secures it as a certified document and also referencing the conditions. So that's an amendment for the next iteration at deadline three.

00:10:51:02 - 00:11:07:18

Okay. The ME mentioned organization have also suggested that maintenance works could be defined. But I'd just like to ask the application applicant is this not potentially done by condition for three? Albeit this is an open list as it talks about included but not limited to.

00:11:09:24 - 00:11:11:10

Gareth DAVIES, the applicant. Yes, we agree.

00:11:13:07 - 00:11:18:24

I was going to then get the Marine management organization to comment on that, but obviously they aren't here, so I can't do that.

00:11:20:14 - 00:11:30:19

Conditions 710 Does construction activities need to be defined for the purposes of precision and enforceability?

00:11:40:29 - 00:11:48:15

So this is about giving notice to mariners during construction activities, but construction activities isn't actually defined.

00:11:56:14 - 00:12:13:14

Currently the applicant, we're satisfied that that that is sufficiently clear and based on previous orders made. If the memo has a concern about it, then it would be helpful if they could be specific as to what the concern is, and then we can take that into account.

00:12:14:13 - 00:12:14:28

Okay.

00:12:15:19 - 00:12:17:29

I think if I may just take this opportunity.

00:12:20:05 - 00:12:50:08

Vast majority of the comments that be made by the memo the applicant has accepted and will be taking into today all three. Some of the points raised by the by the MMO, as we've already discussed, actually relate to drafting that that has been seen in many decodes and the marine licences previously. So I think when. If I may ask when putting the question to the MMO for their their position, it would be helpful if they could say what it is about this particular project.

00:12:50:17 - 00:12:57:22

That means there should be a departure from the drafting that's been deemed acceptable by the Secretary of State in previously made orders.

00:12:59:22 - 00:13:00:07

Thank you.

00:13:01:18 - 00:13:04:16

So what it is about this particular project that.

00:13:05:00 - 00:13:20:15

That they feel justifies a departure from the drafting that has been adopted from recently made the offshore wind discos and the DMS included in them by the Secretary of State.

00:13:22:05 - 00:13:25:15

Okay. Then I'll take that away and consider that. Thank you very much.

00:13:27:21 - 00:13:45:07

Okay. If I can just come on condition 12 and this is the same for schedule 12. Force majeure. Given the comments made by the Marine Management organization that this is already covered by Section 86 of the NCAA. Can I just ask why this is needed?

00:13:51:00 - 00:13:59:19

So this is where a a vessel would be required to dump its load because of a storm or other weather condition.

00:14:32:07 - 00:14:58:17

Garrison. It's the applicant. The distinction being made here is that this is essentially a reporting requirement which isn't covered by the legislation. The legislation covers the authorisation by the MMO in the circumstances, circumstances described in the force majeure clause. What we're adding to that is a reporting requirement and that is reported across from from the recently made out exercise of.

00:15:04:08 - 00:15:07:04

Full details. The circumstances of Smith must be notified.

00:15:11:19 - 00:15:43:17

Okay. Okay. Thank you for that clarification. Condition 13. This is actually historic. England have raised this point in their report to 76 that the construction methods statement they feel should also encompass referral to information derived from post consent and pre-construction archaeological evaluation to inform delivery plans to avoid in situ archaeological sites as could be revealed through assessments conducted and completed post consent and pre-construction.

00:15:44:05 - 00:15:49:14

Just the applicant wants comments and not always. That's something you want to take away and respond to. DEADLINE three.

00:16:04:17 - 00:16:14:25

Guarantee to the for the applicant. We don't think the amendment is necessary because it's already covered by other articles, but we'll provide a response. DEADLINE 3 to 2 signpost where that's already dealt with.

00:16:16:18 - 00:16:17:08

I came.

00:16:19:00 - 00:16:25:16

Conditions. 13 eight. Could you just expand upon the purpose of this condition?

00:16:29:09 - 00:16:42:27

In particular, the memo raised a concern that it relates to the relationship between the licence holder and any third party to which the benefit of the order has been transferred to and does not relate to the relationship between the memo and the undertaker. It's the same for Schedule 12.

00:16:47:29 - 00:16:51:04

So if I could just first of all, I'm stunned. The purpose of the condition.

00:17:15:14 - 00:17:47:02

Counsel to the applicant. This relates to a request made by the MMO to understand how the undertakers involved, where there's been a transfer of the benefit, would liaise with each other. So essentially this is this is an obligation on the new undertaker who's received the benefit of the order to provide comments on the plans and documentation to the original undertaker. For example, the generator within 14 days receipt.

00:17:47:04 - 00:17:59:21

So this was this was introduced to at the request of the MMO to show that there is a requirement between the original undertaker and the new undertaker of the transferred part to liaise with one another.

00:18:00:12 - 00:18:30:12

Okay. Well, I think we will ask, giving you a text, an expanded explanation as to the purpose of that condition. We'll ask the MMO to respond at deadline three to that explanation and see if that addresses their concerns. I'd just then like to turn to Condition 14, and this is something I've picked up for a change from the MMO. First of all, in the most recent version of the disaster, it seems to have lost its heading. There's no heading above condition 14.

00:18:31:12 - 00:19:05:15

And I just want I may be completely misreading this, but I just want to understand it a bit better. Condition 14 worn as drafted currently says save for the following documents, which must be submitted to the MMO for approval at least six months prior to the intended commencement of the relevant stage of the licence activities. And then it lists the outline marine written scheme of archaeological investigation outline, fisheries coexistence, liaison plan, outline, design plan and the outline offshore cable installation plan. Three of these a to see a certified documents that already exists.

00:19:05:17 - 00:19:34:04

I'm not quite sure why they are now them being submitted to the MMO, given they've already had the opportunity to consider them as part of the DCO and are supposed to sit. The first question was should

also be a certified document. And I'm just wondering that as a as I mentioned, given that these are outlined plans that already exist, is it not the actual plan in accordance with the plan, outline plan that this condition is seeking guarantees?

00:19:34:06 - 00:19:45:27

The applicant Yes, we agree with your observation. The word outline should be removed from from each of those from ABC and D and the and D is a certified document.

00:19:46:29 - 00:19:47:19

I think

00:19:49:12 - 00:20:12:09

the memo has obviously raised concerns over the proposed timescales for this condition being insufficient to assess and review documents in a seeking a change to six months as opposed to four months on the basis that they've explained that performance has previously accepted because they were for smaller schemes that were closer to shore and with fewer complex environmental matters. Does the applicant wish to comment?

00:20:19:05 - 00:20:42:25

Counsel to the applicant in respect of those documents we were just talking about. So A, B, C and D, we the applicant is prepared to concede six months and that's been offered to the MMO but retained for months in respect of other documents. But we'd welcome that's been put to the MMO, but we would welcome their comments back.

00:20:43:25 - 00:21:08:12

Okay. So that's an action point for the MMO at deadline three. Okay. Schedule 12. The most concern that a number of definitions in Article one do not mirror those same definitions in Schedule 11. And I'm just wanting to know why there is a difference. So, for example, it's a grey area, disposal site and authorized development.

00:21:11:03 - 00:21:12:07

Are examples.

00:21:29:03 - 00:21:54:12

Gareth is the applicant to two points here. First, not all of the definitions in Schedule 11 are relevant to Schedule 12 because they are covering different different parts of the generation assets and transmission assets. But we have noted that there are some awesome typographical changes that have been raised by the memo, and we'll deal with those in the next iteration of the DCA.

00:21:55:03 - 00:22:27:12

Okay. Just on that point, the memo highlighted that that seems to be missing a number of definitions. For example, mean high water springs, mean low water springs, height, vaccine height, BDC and chart datum are currently included in the part one of the definitions. Can I just ask rather than going through them in detail now, could you just review article one and just add in any definitions that then do appear later on the schedule that should be defined by Article one characters?

00:22:28:03 - 00:22:37:03

Yes, we will do that. But some of those definitions just referred to are actually already there. But we will carry out the audit nonetheless and make any changes necessary. Thank you.

00:22:38:04 - 00:22:46:12

No problem. And then if we can. Condition 13 one. Okay.

00:22:49:15 - 00:22:50:17

There seems to be a gay.

00:23:03:12 - 00:23:18:03

Then this is to do with the owners on the logical monitoring plan not being included in the list, which it is included in Schedule 11. I'm just wondering why that is, but it's obviously not 13 one. Okay. Because there isn't a 31 K.

00:23:21:24 - 00:23:36:18

I think I'm going to sit here. But perhaps the point is that it's the point that Kay has concluded here. But but our response to that is that's because this is the transmission assets, the marine licence. So there is no need for paragraph K which relates to ornithology.

00:23:37:11 - 00:23:43:13

If you could just confirm that at deadline three, that would be great. And then we've got the clear audit trail on the explanation as to why it's not there.

00:23:43:24 - 00:23:44:09

Thank.

00:23:47:10 - 00:23:54:21

So that was it. With regards to the DCO as drafted,

00:23:56:09 - 00:23:58:07

I'd just like to raise a point

00:23:59:25 - 00:24:25:25

raised by Historic England in their response to our question 81.9 that they submitted a deadline to which is rep to a75. And there they suggested that there should be a specific requirement in the draft DCO regarding the measures to be adopted by the applicant to ensure the safety of the sanctuary stone and its setting during the works process. Can I just ask both the applicant and the East Riding of Yorkshire Council to comment?

00:24:43:17 - 00:25:16:25

Clear project for the applicant. And we believe that adequate protection is already provided in the outline written scheme of investigation for the onshore archaeologically, which certified document and secured fire requirement 16 and requirement 16 and requires that the final written scheme of investigation to be approved by the local planning authority in consultation with historic England prior to commencement of the Connection Works. So we feel that this point is already dealt with within the drafting of the DCA.

00:25:18:02 - 00:25:51:18

Okay. Could I ask the EU? Obviously a striking landmark here today. So could you provide that as a written response, as an action point at deadline three? And then we can seek historic England's response and whether that satisfies that concern? In the interim, can I ask Jennifer Downs from East Riding of Yorkshire Council to comment as to whether or not they think such a requirement would be required or whether or not, as has been set out by Ms. Broderick, it is satisfactorily dealt with in the documentation we've already received.

00:25:53:00 - 00:25:55:07

Gemstones if you actually cancel.

00:25:58:10 - 00:25:59:07

Okay. Thank.

00:26:03:11 - 00:26:33:17

I will defer to deadline three, but obviously we haven't got any suggested wording. They just suggested that requirement is needed. So I will seek an opinion as to what that wording should be if they're still not satisfied with the responses that you've given verbally today. So on that matter, I'm just coming to the end of the requirements and conditions. Is there anything, any other points that anyone wants to raise at this point in time with regards to requirements or conditions?

00:26:36:12 - 00:26:37:10

Mr. McNamara.

00:26:41:13 - 00:27:07:04

Thank you. Tom McNamara, the fraternity house. We've obviously touched on points that the memo raised in relation to the general conditions. In addition, the deadline to Trinity has set out several points on the some minor, minor points generally in relation to wording of the conditions.

00:27:08:19 - 00:27:26:13

It would just be helpful to understand that. Document Reference Rep 2094 And it would be helpful to understand if the applicant has had an opportunity to consider those and if so, whether they can be incorporated in each case for the draft easier. DEADLINE three.

00:27:28:11 - 00:27:29:26

Mr. Phillips, do you want to respond?

00:27:30:09 - 00:27:36:11

I can see. Yes, we've accepted those amendments and they'll feature in the next iteration of the DCI Threat Deal three.

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Mr. MacNamara, are you satisfied with that?

00:27:41:15 - 00:27:43:09

Yeah. That's brilliant. Thank you very much.

00:27:43:24 - 00:27:46:28

Okay. And Mr. Salter, I can see that you've got your hand up.

00:27:49:18 - 00:28:09:24

Thank you for the maritime news. It's a similar question to Mr. McNamara. We made some, uh, some suggested amendments to the schedules 11 and 12, including new conditions. So be grateful for, for whether these have been considered and will be included.

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Thank you.

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Mr. Phillips, you want to respond in that?

00:28:27:04 - 00:28:46:24

Counsel for the applicant? Well, in the main, yes, we're accepting the amendments that were put forward by the MTA, but I think there were one or two that we needed to clarify with them. So we'll

we'll pick that up with the MTA outside of the hearings and then put a position in in the deadline three days ago. Thank you.

00:28:48:16 - 00:28:50:14

He's satisfied that in response, Mr. Salter.

00:28:50:25 - 00:28:53:25

Yes. Thank you very much and look forward to further discussions through that.

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Thank you. I mean, as I mentioned earlier, we don't often cover absolutely every.

00:29:00:07 - 00:29:25:13

Comments this we receive at that deadline to in a in an issue specific hearing. Often we are going to resort to written questions because as my colleague Mr. McArthur pointed out, this is a predominantly written process. So I'm just going to move on to item for Indian Agenda, which is schedule nine of the draft amendment consent order, and that is with regards to protective provisions for everyone except BP, which one is going to deal with later today?

00:29:27:05 - 00:29:57:11

I'm going to start asking for a general update with regards to negotiations on protected provisions and of the eight protected provisions proposed. The Examining Authority have received objections to Part one, part four, part five, and obviously part which were dealing with later. So if we could ask the applicant to deal with each of these in turn, if we can start off by asking for an update with regards to part one. Let me just get to the right point in my DCI.

00:30:01:19 - 00:30:02:13

Which.

00:30:07:01 - 00:30:43:19

Is Part one is the protection for electricity, gas, water and sewage undertakers. And we have had comments received from Northern Gas Networks Ltd, which was Rep 30 National Grid Gas PLC, which is relevant Rep O 26 and Rep two A64 Northern Powergrid Yorkshire PLC, which is run Rep. 42 National Grid Electricity Transmission PSC o 25 and Rep. Two oh 63 I note in particular that National Grid, electricity transmission and National Grid Gas are seeking to have their own protected provisions within the DCO.

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Can I just ask for an update as to what's happening with with all of these negotiations?

00:30:50:29 - 00:30:52:23

Claire Patrick for the applicant.

00:30:54:16 - 00:31:37:10

In respect of Northern Powergrid we are almost in an agreed form with Northern Powergrid for an aside agreement and additional bespoke protective provisions, and those protective provisions will be added to Schedule nine. We're hoping that those will be in an agreed form fit deadline three, but if not, then they will be in the next version of the DCO after then. And Northern Gas networks have requested a separate crossing date as opposed to bespoke protective provisions in Schedule nine, and that's currently being reviewed between the parties at the moment.

00:31:37:18 - 00:31:42:17

And again, it's hoped that that agreement will be reached prior to the end of the examination.

00:31:43:22 - 00:31:44:07

Okay.

00:31:44:22 - 00:32:03:15

In respect of National Grid and the protective provisions included in Schedule nine at the moment in Part three. Do you contain National Grid's preferred wording? The outstanding issue relates to a separate site agreement that's going to start.

00:32:03:17 - 00:32:09:26

Can I just classed is that national grid as both electricity and gas undertakings? Obviously we've got separate objections from each of them.

00:32:11:00 - 00:32:41:01

Yes, that's correct. To say part okay. And part three deals with both National Grid as a gas and electricity and take it out of the preferred way of dealing with protected provisions, energy and the form of protective provisions that's been included is National Grid's preferred drafting and outstanding matters relate to a separate site agreement which covers other matters such as insurance and indemnities, and that is still being negotiated.

00:32:41:09 - 00:33:27:10

And in addition to that, heads of terms for the property documents for an option in relation to the section of the cable corridor between the Atkins onshore substation and Creek back substation are still being negotiated, and once that agreement is in place, then the provisions relating to the restrictions on use of compulsory acquisition powers will be agreed. And I understand that there are monthly update meetings taking place between the applicant and National Grid on both the property documents and also any additional provisions that might be required to deal with potential future interaction between Hornsea Project four and National Grid's Cycle two project.

00:33:27:12 - 00:33:33:02

And so again, we're waiting for National Grid to confirm whether they want any additional provisions.

00:33:33:15 - 00:33:44:22

And and obviously, from my perspective, what I'm concerned about is those negotiations being concluded before the closer examination at the moment to those on track to happen?

00:33:46:05 - 00:33:51:19

Yes, that's correct. The option is currently confident that this will be concluded before the end of the examination.

00:33:52:23 - 00:34:32:18

Thank you. If we can just move on to part four, which is network rail infrastructure limited. They obviously submitted around that 0001 and respond to that deadline, too, with REP to 80806 and 87. They seem to indicate that discussions are ongoing with regards to plot 176. They had a meeting you had a meeting with them back in March. Can you just provide me with an update as to where they are? Obviously, with regards to the negotiations on Prop 176, we'll pick that up in the compulsory acquisition hearing tomorrow.

00:34:32:20 - 00:34:37:19

But with regard to protected provision, could you just advise me what the situation is there?

00:34:39:04 - 00:35:09:17

Clapper check for the applicant. Yes. The drafting of the protective provisions and an accompanying framework agreement that network rail require substantially in an agreed form. The similarly with the with the property documents and a new technical and business clearance was granted by Network Rail on the 30th of March this year to replace a previous clearance that had expired that we'd referred to previously. As set out in that deadline to submission.

00:35:09:28 - 00:35:41:24

The outstanding issues relate to the use of level crossings by construction traffic vehicles. Some agreed drafting is being discussed in relation to requirement 18, which you mentioned earlier, and additional paragraphs to be added to part four, Schedule nine, and to deal with the usage of two particular level crossings and also driver awareness in terms of the use of the level crossings.

00:35:41:26 - 00:35:59:03

And the proposal is to add some wording to the outline construction traffic management plan and deal with that concerns that and we believe we have an agreed form of wording and that can be included for deadline three to cover concerns.

00:35:59:14 - 00:36:31:18

So just to confirm with regards you touched on requirement 18 and it seemed to me it was an either or situation. Either it's going to resolve a particular provision or it needs to be resolved through requirement 18. It wasn't necessarily both. Can you just confirm what the situation is? Because Requirement 18 is the construction traffic management plan. I think it's been amended to refer to the consultation with an approval by Network Rail of the Construction Traffic Management Plan insofar as it addresses construction traffic affecting the operational railway in particular crossings.

00:36:31:20 - 00:36:32:11

Is that correct.

00:36:33:14 - 00:36:59:03

Type project for the applicant? Yes, that's correct. The requirement 18 will be amended to include a reference to the Construction Traffic Management Plan and having been consulted and approved by Network Rail. And then part four of Schedule nine will include some provisions to deal with how the CTP will be approved. So timescales and the type of okay that they can add to the CTP.

00:37:00:12 - 00:37:32:15

Thank you. Okay. We can then move on to part five, which is the Environment Agency. And they raised concerns with regards to the wording is protective provision in there. Oh ten and in rep 272 and up to 73. And obviously they provided an update yesterday at ASO 30, which seemed to indicate that discussions were ongoing. But they thought that through the use of land agreements and some additional work into protective provision, they could be resolved. Is there just anything further you'd like to add on that in terms of an update?

00:37:35:17 - 00:38:06:14

Collab project for the app. Just before I respond on the point about the Environment Agency, I just wanted to clarify in relation to Network Rail that there is one point where we are and which we haven't yet reached an agreement and that's in relation to Wandsworth Road Crossing. And discussions are ongoing in respect of any particular provisions that might be required in relation to that that cross that that is the point at which the parties are not currently in an agreement, but we are hoping that we will reach an agreement on that before the end of the examination.

00:38:06:16 - 00:38:07:24

But I just wanted to clarify.

00:38:08:12 - 00:38:11:15

Yes, I picked that up from Rep two by 86. Okay.

00:38:13:06 - 00:38:25:13

So with regard to the Environment Agency, is there anything further you want to add on to an update with regards to the additional working provisions that the government agency alluded to in the submission yesterday.

00:38:26:28 - 00:38:43:07

And particularly at Kent and now the submission that they put in yesterday accords with the meeting that took place between the applicant and the Environment Agency on the 8th of April 2020. And we are waiting to receive some suggested amendments to the protective provisions from their legal team.

00:38:44:01 - 00:38:49:19

And from your perspective, do you feel that those discussions are on course to be concluded before the end of the examination?

00:38:50:15 - 00:38:52:03

Can I project for the Atkins? Yes, we do.

00:38:53:21 - 00:38:57:24

Okay. And obviously partake we will deal with later which the oil and gas operator.

00:39:00:14 - 00:39:37:10

You've indicated that you're fairly confident that you will conclude these discussions in terms of protective provisions before the end of the examination. I just want to highlight that if that isn't the case, then I can confirm that the examining authority will be requesting the applicant to submit their Section 1278 Section 138 case at deadline seven, which is the 10th of August, as we do not consider the that Appendix C summary of negotiations with statutory undertakers and other utilities of the statement of reasons would be sufficient in order to enable us to report to the Secretary of State.

00:39:38:02 - 00:39:41:25

So can I just confirm that that's acceptable to the applicant?

00:39:43:21 - 00:40:02:05

Clever for the applicant? Yes. We will supplement the information provided to explain why the applicant considers that the protective provisions included within the applicant's preferred draft of the DCO as a satisfactory for the Secretary of State to be able to certify that there's no serious detriment to the staff.

00:40:02:13 - 00:40:22:20

Yes. Thank you. And can I also do the applicant's attention to the memo's comments submitted at deadline two, which is up to you? I said seven in relation to Schedule nine, which picks up a number of errors in Schedule nine. Can you just review the comments and update in the next version of the DCO or provide an explanation as to why you're not taking on board the comments that they've made?

00:40:23:10 - 00:40:34:12

It's clear that, yes, we have reviewed those comments made by the MMO and we will pick up the typographical errors that they've identified in the deadline three submission.

00:40:34:14 - 00:41:05:01

Thank you very much. Just before we go on to the next item on the agenda, can I just go back to item three where we were discussing the government consent order and the suggestion by historic England

that they might require a requirement in terms in relation to the Secretary of State. We had a bit of a problem with the audio when Ms. Downes was responding on behalf of the East Riding of Yorkshire Council.

00:41:05:10 - 00:41:32:13

I think she said that they didn't have any problem and didn't feel that a requirement was necessary. But if I could just get you to confirm that verbally again for the benefit of the recording. Yes, we can confirm that photo. Jennifer, two, three. Striking approach. Thank you. Okay. If I have to then move on to item five on the agenda, which is schedule 15 of draft of consent order documents to be certified. Oh, sorry, Catherine Nolan.

00:41:34:18 - 00:42:10:15

I guess it's kind of a no win on behalf of new energy. SS Limited. I just wanted to chime in as we are on protective provisions, that's acceptable. So it's just as an update that pursuant to the relevant representations and the submissions that deadline two Neo's position remains that protective provisions are required and they are not currently in the draft DCO. So negotiations are ongoing with the applicant and the applicant has indeed provided initial draft protective provisions yesterday, which we are discussing between ourselves and the expectation, and I'm sure Mr.

00:42:10:17 - 00:42:15:28

Phillips or Ms. Brodrick will confirm, is that an update on these discussions will be provided at deadline three.

00:42:17:16 - 00:42:19:12

Thank you to the article and respond.

00:42:20:03 - 00:42:28:25

Characteristics the applicant for the applicant only to agree. It's accepted that the need to be for neo and everything else is noted and said is correct.

00:42:30:13 - 00:42:42:06

Thank you very much. And just before I move on to item form is not as just don't reminded me I didn't actually offer the opportunity for anyone else who wanted to raise anything with regards to particular provisions. So now is your opportunity.

00:42:46:23 - 00:42:49:20

Now. Hands up. So move back on. Oh, sorry.

00:42:50:06 - 00:43:23:06

His character is. Yeah. I just wanted to update you on three other offshore parties. And in terms of oil and gas, because there have been a lot been reps from Perenchio, Harper, Energy and Bridge. It was just to say we don't anticipate protective provisions in respect of those parties, and that's because we're in negotiation with them in terms of commercial agreements. So just to update you, really, that those those negotiations are ongoing, they're going well, but we don't envisage they'll result in new peace.

00:43:23:08 - 00:43:27:19

So at the moment, which is BP and NIO for offshore protection. Yeah.

00:43:28:17 - 00:44:03:10

Thank you for that update. I mean, the reason we hadn't raised that was that was clear from the submissions that we received that those discussions were going on and it was commercial discussions. Okay. Item five, Schedule 15 of the draft relevant consent order documents to be certified. Could I just very briefly ask the applicant to respond to the comments submitted by the member regarding the

Commitments Register, which is listed as a certified document MMO has sought clarity is how it secures this to mitigation within it and how it is enacted when there is no specific reference to it that they are aware of within the articles of the DCA or the DMS.

00:44:05:07 - 00:44:39:13

Guarantee the applicant the the Commitments Register is really a signposting tool. It's not a method of mitigation in its own right. It essentially draws together the certified documents and essentially shows where certain commitments can be found. So it's not of itself a document providing mitigation. It refers to other documents that provide that task. It was meant to be a document that assists interpretation of the order rather than secure mitigation of its own right.

00:44:41:26 - 00:44:59:22

Thank you. I don't think I have any other questions because documents to be certified, we've touched on various ones that potentially should become certified documents. And you've advised me that you will be reviewing the DCO. In light of that, is there anything else anyone wants to raise with regards to schedule 15 of the draft DCO documents to be certified?

00:45:01:05 - 00:45:25:20

Just Gareth for the applicant. Again, just to confirm that Schedule 15 obviously has been restructured into a part one and a part two which adopts the drafting in more recent decades, and that is to add clarity. So essentially part one will comprise all the documents within the environmental statement, and part two will deal with all other documents.

00:45:26:15 - 00:45:29:21

I have to thank you for that, because I do think it is much more user friendly,

00:45:32:07 - 00:46:13:07

right. If you can go on to item six, which is securing of the HRA compensation measures that have been advised advanced on without prejudice basis. And again, just by context, this decision, this is obviously a without prejudice discussion. I note that the latest version of the draft development consent order now includes schedule 60 to secure the Kittiwake compensation and obviously the applicant's suggested number of other potential HRA compensation measures on a without prejudice basis. Should the Secretary of State decide that they are required? What I'm just trying to seek is how does the applicant then propose to secure these through the DCO, i.e.

00:46:13:09 - 00:46:23:24

would you submit a similar draft schedules which are without prejudice basis so that the examining authority could attach these if required to the development consent order submitted to the Secretary of State?

00:46:25:09 - 00:46:40:15

And would you put these all into one document? Cause I believe that some of them are fettered through other documents. And would these be submitted in time for the statutory nature conservation bodies to comment on without on a on a without prejudice basis before the end of the examination.

00:46:44:01 - 00:47:18:02

Guarantees the applicant the roadmaps that were submitted a deadline to comprise all of the drafting necessary for each of the species concerned. So our the approach we've taken is that the applicant version of the DCO includes KITTIWAKE in Schedule 16 because we've accepted the position on that in terms of potential likely significant effects. If the Secretary of State was minded to include similar drafting relating to the other species, then they can simply be copied across from the roadmaps that have been submitted.

00:47:18:22 - 00:47:47:21

I think it would be helpful moving forward because obviously later on in the examination timetable, we have to produce our own draft development consent order for you to comment on and if they could, those obviously on a without prejudice basis, if those could be collated into one document for the basis of if should they need to be attached to so that they can all be captured in one place. That would be very helpful.

00:47:53:21 - 00:47:57:17

You had the applicant? Yes, that's fine. Thank you.

00:47:58:09 - 00:48:18:06

Thank you. Is there anything else anyone wants to raise with regards to the securing of the HRA compensation measures? Obviously, bearing in mind we're not actually talking about the compensation measures themselves, those will be matters that will be dealt with in the hearings after Easter. What we're actually looking at is if they are acquired, how they are being secured.

00:48:21:17 - 00:48:54:07

No one's raised a hand. So I'm going to move on to item seven on the agenda, which is consents licensees and other agreements, including any transboundary matters. I've seen the response to all question BTC 1.16 at replica 38 where you advise that all consents will be applied for post award of the development consent. The only thing that I'm not clear on is that there has been a reference to a potential number of section 1 to 6 agreements that would be directly related to this development control order should it be granted.

00:48:54:18 - 00:49:02:14

Can we just ask where you are in the process of drafting those and when they would be submitted in the application to the examination?

00:49:06:16 - 00:49:17:24

Clapper. Patrick for the applicant, there is no proposed Section 186 agreement for this development. All of the obligations are dealt with by requirement. And the only.

00:49:17:26 - 00:49:18:11

Okay.

00:49:18:15 - 00:49:28:08

Section 26 agreements are the ones we discussed earlier, which are existing Section 186 agreements that the applicant is seeking the DCO to not have apply.

00:49:29:15 - 00:49:37:00

Okay. I thought that was just I thought it was section 126 agreement in relation to employment and training. Or maybe I've misread that.

00:49:37:20 - 00:49:41:08

There is a requirement in relation to employment.

00:49:42:11 - 00:49:43:09

I saw that, yes.

00:49:44:12 - 00:49:47:28

And but there is no there is no separate Section 26 agreement.

00:49:48:00 - 00:50:14:02

Okay, that's fine then. I mean, just for context, if any Section 26 agreements or even unilateral undertakings opposed, then they do need to be submitted into the examination before the close of the examination, because if they are not, then we cannot when we report to the Secretary of State, refer to those any mitigation or provisions that are provided by those Section 26 agreements in our recommendation report.

00:50:15:20 - 00:50:23:21

So I've got before I move on, does anyone else have any questions regarding consents, licences and other agreements, including any transboundary matters?

00:50:28:16 - 00:50:39:23

Know that I'm going to. Passed back to Mr. MacArthur to adjourn the meeting for lunch, which I'm sure we're all looking forward to.

00:50:42:19 - 00:50:59:06

Thank you, Miss Dowling. Yes. As it stands, I think that's I will thank you all for your clarity and the concise nature of your replies. As a result, I think we can break for lunch now. We will resume again at 1:45 p.m.. Thank you.