

# TEXT\_ISH5\_NETZERO\_SESSION3\_1810202

## 2

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00:09

No, no and the time is now two o'clock and welcome back to this hearing into net zero T side project. We will now resume on to item number five of the agenda. Mr. Gleason.

00:27

Thank you. So I had some five is scheduled 10 and 11, the draft DCO, which covers the team's marine licences. And the agenda item says, we will look to obtain an update on progress between the applicants and the marine management organisation regarding draft marine licences. So there have been a number of changes to schedules 10 and 11 with the various iterations of the draft DCO. And we've also asked the question, secondary questions DCO two point 12, which concerns condition 23 of scheduled, 10 and 11 had responses back to that there's been various other submissions, which tells me I need to go through, we can refer back to them if need be. But the latest submission from the marine management organisation and Mo was deadline nine, which is nine, Feb nine oh 29. And then they say that they note the applicants comments at rep eight oh 49 With regards to the changes made to the team's marine licences, following comments made by the MMO a deadline certain as we have seven no 13 and MMO. Welcome the changes made in the provided further comments for review of DCO. And there are a whole series of comments there. At rep 9029 I don't necessarily think it's helpful to go through them line by line. But the basic point seems to be that's some of the definitions have been removed. And the MMO is requesting that they're inserted back in. So don't quite understand why all that's happened. But perhaps Mr. Philpott if you could please provide an update of where you see. Yes, I

02:55

don't think it's going to be helpful to go through each of those items. You'll recall that at the last issue specific hearing there was at that stage still an outstanding substantive matter regarding whether or not use clearance should be included in the DML or not. That's now been resolved. Yes. And so that that was the matter of substance. So with that out of the way, we now get essentially into the questions of drafting. And we've looked at the deadline, nine comments, we've reviewed these, they're all minor drafting points about either duplication or removal of definitions. They're also some about alterations of timescale for notification of the MMO, which we think we will be able to accept and therefore reach common ground in relation to we are going to we're seeking a meeting with the MMA to agree the remaining drafting points to identify whether, for example, where there's a concern that something's been taken out, that's because it's dealt with somewhere else matters of that sort, but we anticipate that we will be able to agree the remaining drafting points ahead of putting in the finalised DCO that deadline 12. And indeed, we anticipate that that would be accompanied by a further statement of common ground, which would confirm that the drafting is agreed, or if there is anything left unresolved.

We'll detail what the options are in terms of drafting, but we don't anticipate any particular difficulty in dealing with these detail drafting points in discussion between now and deadline. 12

04:52

as cuts here, thank you. So I don't have any further comments or questions. shins in relation to those sheduled isn't anyone else wants to raise anything I don't think we have equally directly. So I'll take that as a no. So then we can quickly move on to item six, which is sheduled 12. Covering protected provisions, and also the previous hearing, we have identified parts four to Part 27. Given the past ones three cover such transit takers, primarily. Toby Toby, through the CA hearing tomorrow. Again, as I said this morning, I think what we'd like to focus on is the wording of the DCO, rather than any issues of land interests, which can be dealt with through the CA hearing. So I'm going to go through and ask if there are any comments for each of the individual parts, starting with Part Four? Clearly, quite a number of parties aren't represented. So I'm not expecting any comments. I may have some comments on individual elements anyway, but we'll come to those as necessary. So sheduled 12, part four.

06:59

So if I may just check off before we move on to the particular parts of it. We had understood from the way the agenda item was described, that you might find it helpful to have an update on progress. By way of an overview as to where we think we're going and how we're going to resolve things. I'm happy to deal with that whenever is helpful. But it might be worth having that by way of a sort of introduction and context. But looking at the individual protective provisions if that if

07:36

that's No, you're quite right. It did present in the agenda, and I've passed over it. So yes, thank you for reminding me. So please, please go ahead with that.

07:44

So I'll try and keep this reason the succinct but as you anticipate we've been negotiating with the relevant parties on parts four to 27. And the position we've reached varies as you might expect, party to party, given the number of parties involved in the matters under discussion. There, there are a number of the protective provisions in the deadline eight version of the draft of the consent order that are agreed, or were where the relevant Party hasn't made any comments on the drafts by the examination or directly to us. Those which are agreed are CF fertilisers. So that's past 6pm, PD T's port are 13. And in Eos, SNS UK Limited, part 20. And the protective provisions where we've had no comments, either to the examination or to ourselves directly. That's Marlo foods limited. So that's part nine. And there are a number where it would be fair to say that the drafts are substantially agreed, but the protected party is seeking a provision to remove or limit the applicants powers of compulsory acquisition. So there are a number where that is a key outstanding issue. And as we've explained in previous hearings, and in writing, our general position on this is that the powers are required to enable the outcome to deliver the proposed development and that the parties have adequate protection in relation to the exercise of those powers through the provisions that are proposed. So that's a an issue which is common to a number. But essentially the positions of the parties are fairly well established on on that we're continuing substantive negotiations and Where matters are not agreed. Where matters remain outstanding. We will include in our deadline 12 final DCA, who are proposed final form of protective provisions, which will

include any updates, which had been agreed with a relevant party. And also an explanation of why were we know it the relevant party. relevant parties alternative provisions are drafting and not accepted, or not considered to be necessary. We anticipate, of course, that the relevant parties will themselves submit their own version of protective provisions in a similar manner. So you have both sides views will then have obviously an opportunity to comment on one another's submissions and will do try and agree as far as we can outside the examination with the interested parties, how best to coordinate that process. So that I hope is helpful by way of overview as to where we are.

11:11

Thank you very much. So just checking on what you said about those that were agreed. CF fertilises pa six PT. T eSports, eSports. Author team, and he said any spot 20? Is that the rear pipeline onus? Yes, because he nods. Okay, but the other any else? nitriles? Part Eight isn't agreed yet?

12:05

that I believe is correct. You have that still under negotiation?

12:08

Thank you. Okay, so Part Four didn't have any comments and assuming going through this, that any party that does wish to comments, we'll use the hand up function. So two ones comments,

12:30

and so on. Would you like me if there isn't any comment from the other parties just to remain silent? Or would you like a sort of overview of where we think we are on each one? If they're not here, I'm happy, whichever is most helpful we can do. We can provide that in writing. If no one's comment, actually, an

12:48

overview might be helpful. Yes, please. So

12:51

whilst on our products, the position looks relatively positive. I'm told there was a productive call between the respective solicitors on the seventh of October. And our products lawyers are due to respond to the applicants on the outstanding points. And we anticipate being able to reach agreement on the protective provisions and indeed the associated Asset Protection Agreement during the examination.

13:49

So Part Five, just cuts North Sea. No one have speak on that. Those revised wording in that?

14:08

Yes, the parties are continuing to negotiate a draft of the protective provisions and the signed agreement were most recently returned by the applicants to cats on the sixth of October 2022. So there is a revised draft with them. And the were minor changes made to the version in the DCO. The draft DCO at deadline eight but negotiations are continuing. Thank you.

14:45

Port seven is extolling seal sons and Riverside limited So the name of the party has changed in this situation. company name.

15:25

So I think that the changes made a deadline aid are relatively minor. Excellent submitted their own version of the Protect provisions at deadline, five. Those differ from those which the applicant is putting forward mainly in restricting the Undertaker's exercise of compulsory acquisition powers which the point I was leaving to earlier. And they also include different provisions relating to excellent claiming payment for works. So negotiations are continuing a draft of the site agreement, most recently returned by the applicants to excellent on 19th of September. There have been productive technical discussions. We're seeking to agree a meeting to discuss and hopefully finalise the outstanding issues on the protective provisions, but we're awaiting a substantive response to the latest draft. Thank you.

16:38

high tides in EOS nitriles?

16:49

Yes, we issued a set of protective provisions to their solicitors on the fourth of April, which had been revised from the previous version to take account of the relevant representation. We haven't had a substantive response yet to those protective provisions that solicitors contracted the applicant solicitors on the fifth of October to confer it received instructions and to request an undertaking that was provided the next day and we're waiting to hear from their solicitors now they have that thank you

17:38

oh nine is model foods you refer to them earlier that you'd received no comments. So things pass over that Dallas. Okay, that's fine. Our time is Network Rail. We'll do that tomorrow. CH three same with Northern power grids which is part 11 or 12 NPL waste management? Yes, Mr. Hill,

18:28

so so so far as part 12 is concerned we've only had limited feedback on the draft. In April in May of this year, the parties exchanged emails and a markup of the protective provisions on 17th of June. The applicants provided comments on their amended form protective provisions and we've not had any further response since then.

18:55

Thank you was the last night he said the 12th of June 17 of June so there's quite some time ago isn't it? It's presumably you have been chasing and just no response

19:25

Yes, we have a regular chasing attempt made

19:30

Thank you. All 13 PDT support, which you said is has been agreed, but I think we'll return to that tomorrow. Anyway. Part 14 RED CAR bulk terminal. Mr. Webster Jones comments?

20:06

Yes, thank you, sir. John Webster on behalf and record was terminated. So RVT has provided within its deadline nine submission rep nine dash 03 for a set of protective provisions which have been agreed in principle between the parties with the asset with the exception of its indemnity provisions. The deputy provisions are still under negotiation but are intended to be resolved prior to the conclusion of the examination. Meetings are occurring over the next two weeks to settle this and other remaining issues between the parties. And appreciate your your warning again, so on the CH. But, as stated its deadline nine submissions RBTs agreement in principle is without prejudice to their position that pass or for the DCA should not be grasped over the RBT interests. And the side agreements associated with agreement still require completion. That says my updates and protective provisions for RBT.

20:59

Thank you. So are you confident agreement can be reached, as in the examination?

21:09

Yes, as far as I'm aware from my client,

21:13

thank you. Mr. Robot.

21:17

Yes, I don't think there's anything I need to respond to there that the description of the position is, as I understand it, is between the parties and we're pleased to hear that they also believe that there should be capable of being agreed.

21:31

Because good thank you. And part 15 Saavik. UK petrochemicals This incorporates some revised wording. Paragraph 173. And then beyond that, in relation to insurance and expenses. Mr. Robot.

22:11

So on so far as part 15 is concerned, the applicants have been discussing the appropriate form of the protective provisions. And as I understand it, updates to the form of the protective provisions have been agreed. negotiations on the terms of the protective provisions and the associated signed agreement are then continuing. But what you'll get there for deadline 12 will be a different form. We'll see if the detailed terms have been agreed but that will be a change in the next version.

22:52

Thank you. I'm 10 parts 16. Mr. Vyas

23:07

Thank you. So, I jumped the gun earlier and came in earlier than I meant to forgive me. So we we had been consistent in our representations that we seek protective provisions that recognise the unique position that same core consistent with what was provided for in the Dogger bank, T side A and B offshore wind farm decision. We fall within the camp described by Mr. Phil Potter of those in which compulsory acquisition is one of the sticking points. But of course in the Dogger bank decision, that sticking point was resolved by the recognition and the balancing of considerations by the examination examining authority in that matter, which recognised the substantial public interest derived from the operations of of Sim core and resulting in a balance whereby the consent of Sim core was required that consent not to be unreasonably withheld. And that's a that is an important point for us. If necessary, that is something that you will receive submissions on deadline 12. Effectively, so it's to seek parity with the situation and the balancing exercise that was undertaken in the Dogger bank decision. There's a couple of other related points relating to indemnity and, and insurance which fall within that camp as well, which I need not trouble you about. But those are the principal concerns that we have at the moment and the reasons for those and indeed those reasons have been set out in written submissions, but it's reflective of of the balancing that was already undertaken in the Dogger bank decision which we seek replication of in this matter

24:54

was, Mr. Bias, I may say so correctly captures what I understand To be the differences that remain between the parties. And as he suggests, if those differences can't be resolved and deadline 12, we'll just have to present the final positions as to how we say that should be resolved by the Secretary of State and how we suggest you should recommend he did with it.

25:19

Thank you. Thank you. Part 17 is Anglo American, Anglo American submitted representation at deadline nine, indicating that some progress was being made subject to three bullet points.

26:05

And it's quite helpful to understand their position is still pathetic. And you want to add to what they've said,

26:11

Not at this stage that I There are obviously differences as you say they've helpfully identified those, if those remain in dispute, we will put written final written submissions in it deadline 12 on those matters,

26:27

thank you. Ponce team Suez Recycling and Recovery Mr. Hill posts.

27:00

So the applicants haven't received a substantive response on the draft protective provisions from Sue as they were provided to their lawyers on the eighth of April 2022. They'd been provided directly to sue us prior to that date via the applicants land agents. And so therefore, we were no further forward on that. And we say that the provision says drafted provide appropriate protection. So I don't have any further update beyond that.

27:34

Thank you. Part 19. Se phone Corporation understands. Mr. Hack is taken over from Mr. Henson this afternoon. Yes, good afternoon.

28:01

Good afternoon, my rucklehaus b2b Pitmans for sales teams Development Corporation. Progress is being made on the protective provisions. We received an updated copy on Friday, which we're considering. Eventually agreement on on these protective provisions will be contingent on the wider option agreement being agreed between the parties. It's hoped all of this can be wrapped up and concluded before the end of examination. But as Mr. Philpott has said if that's not the case, we will submit our preferred version by a deadline cloth.

28:47

Thank you so I'm grateful I don't have anything to add. I don't think now is the appropriate time to get into the detail of the differences because SDDC are looking at the version we've sent them recently.

29:02

That's good thank you Paul 20 As you said is agreed on 21 T side wind farm

29:28

Miss Smith, are you still on line? Yes. Do you want to comment on this one please?

29:35

Of course yes. Thank you sir. So we have advanced discussions with with the applicant on on this matter. A differences are currently being managed by by way of side agreements which completion for which is currently being attended to so we're expecting resolution imminently. But in the event there was anything outstanding, then we would pick that up through written representations of the appropriate deadline. Thank you.

30:07

So that's helpful. I don't have anything to add to that.

30:09

Great, thank you. are twins two Huntsman? polyurethanes? There is revised wording in this I think. Yes, insurance and expenses again.

30:38

So on that the position is essentially identical to what I said a few moments ago about sabich and part 15. So, we have been discussing the appropriate form of the protective provisions. We've updated that form. So, the the essential form is now agreed, but negotiations are now continuing on the terms of the protective provisions and associated side agreements. So, same position as for sabich. For Huntsman

31:18

Thank you. Paul 23, is navigated terminals, seal sons limited. Don't think we have anyone speaking on their behalf three. Now,

31:49

Mr. So the the position on this is that we had comments on the protective provisions from navigators solicitors on the 20th of July. We responded to those on the 28th. We haven't had any further communication from them. So far as a protector revisions are concerned since then. We think that the protective provisions in the draft DCO are close to being an agreed form will incorporate any further amendments that we can agree with Navigator in the deadline 12 version but that's as far as we've been able to take it at the moment.

32:28

Thank you. Northumbrian Water part 24.

32:56

Design I'm not don't think Northumbrian Water are represented today. So the protective provisions are based on the Northumbrian Water template which we agreed to use as a starting point. Negotiations are continuing and a draft of documents was most recently returned by Northumbrian Water on the 30th of September. The version in the protected version of the DCO was updated at deadline eight to include some of the agreed amendments to the protective provisions about notification and coordination of works. But negotiation is continuing on the remainder.

33:48

Thank you. Parts 25 Northern gas networks we'll deal with tomorrow. On 26. Primarily the land issues. We'll deal with that. Mr. Danny green, did you want to comment on your submission from yesterday? In respect of the wording of the potential provisions?

34:33

Yes, sir. Thank you very much. Can I do this first principle and then secondly, detail as the principle my plants objected to the form of part 26 in their deadline, nine submissions. And we received a draft with some amendments last Friday. It's marked without prejudice. I can't talk about it, but it remains totally inadequate. And so I repeat the submissions I made earlier this morning. meaning that my clients are the landowners of the substantial part of the pipeline corridor. They are therefore in legal possession, because they are landowners and sepcos has only the benefit of an easement to use certain facilities. And my class may well be the owners of certain other facilities, their their interest is not that different from Semcorp. So as a matter of principle, we see no reason why MTG should not have the same sort of protective provisions as Semco in relation to the pipeline corridor. So as to detail in the submissions we provided yesterday, we have suggested certain details. I'm not suggesting that that can be debated this afternoon. But what we ask is that should now be urgently engagement by the applicant in seeking some agreement as to the protective provisions for the NTG companies.

36:08

Thank you that's helpful to pots.



36:13

And so can I just ask that in the interest of clarification on one point, which was made orally, but I think it's also reflected in the material received last night, it was said that his clients may be owners of some equipment or operators, pretty important that we have an understanding of whether they are or are not said to be owners of equipment? And if so, what equipment? Because if that's material, then we need a clear factual position so that we can take that into account.

36:50

So that's not an easy question to answer, because it involves a somewhat archaic part of the law of ownership of land, as to whether certain things fixed to a land become part of the land. And it may also depend upon whether matters that are affixed to the land were affixed to the land before the date of the grant of the easement of which Cemco have the benefit. The date of the grant was 1998. So I'm afraid I can't off the cuff, give an answer to that, if it is necessary, then we will do some researches and see if we can come up with some answers.

37:34

Thanks so well, if he's going to be prayed in aid, we need to know exactly what is what is said to be within entities ownership and why. So the suggestion that there should now be urgent engagement. I think this springs from what's said in the written note of last night about the applicants approach to negotiations, which we simply don't accept the way that that has been characterised that the applicants agents opened engagement in January 2021. With meetings on heads of terms commencing in September 2021, there's been frequent correspondence since then, I'm told that more recently, comments on heads of terms are being exchanged on a weekly or fortnightly basis. Draft protective provisions were provided on the 16th of August, no substantive response received until the 13th of September and then not with a mark. So if, at this late stage, and I understand that it's only been instructed recently, if at this late stage, there is going to be a suggestion that there needs to be particular changes made to the draft protective provisions time isn't really working out to have the detail of that of that discussion. But that is not something for which we bear any responsibility in my submission

39:07

and done that position. But is there scope to have further engagements with the Greens clients?

39:15

Well, as I said, negotiation and engagement is ongoing going. It appears most recently that there has been a change of approach by NTG in terms of the nature of the representation that they have in the hearing. Hopefully that will inject some focus to resolving matters. But that depends on both parties engaging outside the examination

39:44

is only agree.

39:46

So I'm hopeful therefore, there can be some some engagement on settling both the principle of what part 26 should contain and then also the detail

40:03

Okay, thank you. So I think clearly there is a willingness on both sides to engage. And the urgency is noted. If parties can come back, it's deadline 11 least with an update that would be helpful and keep making progress as far as we can until the ends of the examination. It sounds as though there may not be agreements. From what I'm hearing sounds as though it's quite a difference of position. But clearly if any issues can be narrowed down, and if parties can each if there is no agreement, if parties can each set out what those final positions are, that would certainly help examination. So can I leave it at that for now? Thank you very much. Let's move on then to part 27, which is the final one, which is to say gas and liquids processing and Teesside gas processing. Mr. Ennis.

41:33

Yes, good afternoon, Sir colonists on behalf of tea site gas processing plant limited and Teesside gas and liquids processing T GLP. Collectively, under the umbrella NMSP, as set out in the protective division, suffice to say that we have been in very active discussions with the applicants on a whole range of fronts, including the voluntary acquisition, which I think in all realistic prospect is unlikely to reach an agreement within the timescale of the examination. But we've also been working on related protected provisions, and a site agreement that sits alongside that those discussions have been active and are still ongoing. And we have had good engagement in relation to them. Insofar as the current protected provision, as set out, in part 27 is concerned, I just have probably three very brief points, I would just like to highlight at this stage, and it shouldn't take Long's. In the first instance, you'll have seen from the various representations that have been made an error from rep 50416 114 That one of the primary concerns of my clients relates to the potential utilisation of their sole access for construction and potentially operational traffic. Those matters are set out and I don't want to rehearse those concerns. It's a question how they're dealt with. It's important in the protective provisions. And insofar as it's currently formulated, the protective provision at the consent is the sort of key part which is set out in paragraphs 3132315. And I would just flag that in terms of 315 sub paragraph two, that really the the where it gets to is ns e entity can essentially hold up operation authorization, if we are able to demonstrate the project will significantly adversely affect the uninterrupted and unimpeded Operation Safety and maintenance of or access to the plant. That threshold is is essentially throwing the onus on us to demonstrate something which there are a whole range of of eventualities that might come to bear in a complex construction process. And what we say is that it's not adequate to protect our access interests. And what we will be seeking is a very specific arrangement within the protective provisions covering the provision of how access is going to be if it's to be used, is going to be monitored, controlled, and planned. One of the critical issues of of dealing with this particular situation is that we have a soul access to facility, which is a high tier chemists site. So in essence, what we will be saying is the process should be planned to cover eventualities and risks and simply put having a onus on the essentially the party that's going to be affected to demonstrate that something would have a particular effect is actually the wrong way around. At The process should be examining all forms of risks that could occur and seeing how they can be effectively managed through that process. So as a general proposition, we will be seeking in the protective provisions to have sat that sort of provision in. And we are in direct discussions with the applicant in relation to provisions in relation to that. And in terms of of

drafting. The second point I'd wish to make about the protective provisions as drafted is critical to the understanding of the protected provisions as the definition of Ns MP operations, and referred to says currently drafted, it is a bit of a hotchpotch, where some aspects are refined to within order limits, whilst an acknowledgement in section two, that it also relates to

45:52

the gas processing. So in that context, what the concern is, is that effectively we have, effectively a definition, which on one hand, is restricted in part towards the limits, but acknowledges the the wider plant process, but not its ancillary equipment, for example, just providing a practical example. The definition of MSP pipelines is within the order limits. And in terms of of of of that, there will be a pipeline immediately adjacent to the boundary of the order limits, which isn't covered and which will be essential to the plant process. So that's a critical issue in terms of of, of making sure we've captured the appropriate entities and the relative protection of those. And finally, just a general point in the protection of NSP assets and operations or rights, is there a general point about the indemnity provision, when as currently drafted, it is likely that the primary losses that would occur are ones of, of an economic nature. In essence, if a lorry were to break down on our key access, and the plant had to be shut down, it is largely economic loss that we would suffer. And therefore the current indemnities are a bit of a straw man, when it comes to the position regarding the likely impacts that could occur if things were to go wrong in the construction process. And finally, in relation to the protective provisions arising from the discussions on the voluntary land acquisition, we do have some sympathy with the position of some call regarding the acquisition rights. And that perhaps might be better discussed worry, but it is an issue because obviously, the protection might be provided and the protective provisions, but we have some sympathy, given the nature and importance of the assets that are potentially being impacted upon by the by the project, that effectively it is key that it is complex, the arrangements are complex, the asset ownerships are complex, and the respect of rights and duties and simply put, it is a very difficult position to potentially bring in one party having basically a trump card over all the others when there are other national important equivalence projects, which also rely on to have infrastructure in the same area. And that is potentially problematic. And of course, there would be appropriate providers that it wouldn't be unreasonably withheld, etc. But we have a certain sympathy with the Sembcorp position, because we are in a not dissimilar position in respect of various parts of the order limits and respect of assets and infrastructure, and those problems, but those are matters. So in terms of of further progress, we are in very active discussions, and we are genuinely trying to bring these matters to a resolution. The only thing I think of wish to raise at this point is ensuring that there's clarity about what you expect at which deadline whether it's an updated deadline 11 and competing drafting, if it comes to that deadline 12 or whether that staggered, just need to be would look like some direction to be clear on that matter, to ensure that there's there's a certainty that and that we're all essentially aiming at the same time frames, and that it's clear to ensure that there's clearly as we come to the end of the examination, meeting to make sure all parties have an opportunity to comment on that the drafting and the timescales become pretty important. But unless there's anything else, so I don't have anything to add at this point.

49:51

Thank you, Mr. Jonas Salk, I'll come back to you on time scales how to heard from Mr. Hill.

49:57

Thank you, sir. I can deal with this reasonably soon. simply because there's Mr. Ellis quite fairly says there is very active and good engagement between the parties. And the drafting of the protective provisions are evolving through negotiation. That the first point that is raised by Mr. Ennis is essentially the principle as to what we're seeking to reconcile, which is the ensuring that as far as possible and SMPS ability to access its land is not unreasonably impeded. But on the other hand, the works can go ahead in an effective way that that principle is understood it's capable of resolution, whereas here, both parties are engaging positively to try and agree a sensible way through that it's it's not a an intractable, or indeed unique sort of position to find. Second point, the death deaths, matters of definitions and issues of that sort, are very much drafting points of discussion by lawyers outside the examination, and if they're not resolved with competing submissions. The question of the indemnity if that isn't resolved, we'll deal with that in writing. And then the final point about voluntary acquisition, there is an inherently nothing unusual or unique about a nationally significant infrastructure project affecting and requiring compulsory powers in relation to land on which another nationally important piece of infrastructure is located. If that's the case, here, it's the case in many other infrastructure projects. That is not unique. The answer that has evolved through years of practice and experience is that compulsory powers are provided. But the interests that are engaged, are addressed through appropriate protective provisions. And if the appropriate form of the protective provisions to regulate and control the exercise of those powers can't be agreed, then the parties put forward their alternative versions of those protective provisions before the decision maker. But that is the answer, as opposed to providing the infrastructure that is existing with a trump card to stop new infrastructure coming along. If they don't like the effect on them, if they don't like the effect, the answer is make sure that protective provisions are effective to regulate the impact. So that's by way of overview, but I don't want to go further into the detail because I'm hopeful that negotiations will be productive.

53:04

Thank you. So in terms of timetable, and welcome comments from my colleagues on the panel, but I'm thinking we have three deadlines left, deadline 11, which is next Wednesday to win six October deadline 12. Tuesday's first of November, and deadline 13, which is Monday, the seventh of November, before we close on Thursday, the 10th of November. So Mr. Nice, I think my view would be that and updates on by deadline 11 is probably most realistic. Because I think actually finalising anything between now and then is would be excellent, but possibly not that realistic. If there's still a lot to be done. And then final versions from parties who haven't managed to reach agreements by deadline 12, first of November, in order that parties can comment on each other's submissions by the final deadline, which is deadline 13. And just check my colleagues think that's a reasonable approach is Mr. Paul, does that sound reasonable to the applicant?

54:36

So yeah, that was our understanding. We're happy to provide an update as to where we think we are and where we're going by deadline. 11. But because of the number of protective provisions and because of the fact that we are negotiating these rather than just imposing them, we won't be able to provide updated predicted provisions to everyone by deadline 11 That will be deadline. 12 the final iterations of this your timetable fits with our expectation. Thank you,

55:03

Mr. Ennis, do you should come in

55:06

that corner on behalf of Teesside. Teesside gas and liquids? No, thank you. So I think that's absolutely clear. And it's very helpful. It's just to make it clear. And clearly one of the points at the end of an examination is no surprises. So clearly between ourselves and the applicants, there will be no surprises because we are actually having that act of engagement. So, but let's say it was just to have clarity when you want drafting. So at all very clear. And thank you very much.

55:34

Thank you. We do recognise that towards the end of the examination, the pressure is on all parties. And it's better that parties get on with trying to agree things than telling us way, what you're doing. So put it that way as well. It should help. Thank you very much. So that brings us to the end of all the protective provisions from parts, four to 27. I do realise that when we passed over parts 13 PD ports. Mr. Philippi, you said that had been agreed? I didn't actually give Miss Smith an opportunity to comment on that, because I know you're also representing people. So is there anything further you wish to say on behalf of that client?

56:40

No, it was it was a fair summary by by the applicant. It's similar to what was said irrespective of Teesside wind farm. And then a few last bits being picked up separately, again, for which completion is underway. So we're, we expect that to be resolved imminently.

56:57

That's good to hear. Thank you. Okay, so the only other points just as a marker here. The agenda didn't specifically reference the issue protective provisions in relation to the Hornsey for projects. And just to record, we did ask a second written question, which is DCO 2.1 8am. I think we've we have covered that some degree this morning. Just wanted to invite the parties if they wish to make any final comments, in terms of the protective provision, which Austin was saying should be adopted for this TCO. So there's Miss mirror did you wish to send in further on this point?

58:01

Thank you, sir. Mr. Moyer, on behalf of our state r&d project for and unless the examining authority have specific questions that they would like us to address further, we didn't propose to make any further submissions on this today. As noted earlier, we'd ask some points of clarification of the applicant, and they've undertaken to provide those in writing at the next deadline. So we'll take those away and respond in writing once we've got a feel possession to relate to.

58:30

Mr. Phillips, and then finally on

58:32

Sunday, we provided a detailed response to the opinion that had been submitted on behalf of bolstered by Mr. Harward. Kings Council, we've seen and you'll have seen the extent to which that is responded to we didn't have anything further to add.

58:49

Fine, thank you. So that takes us to the end of item six unless anyone wishes to anything further. In which case, we'll move on to item seven, which is consents, licences and other agreements. And the agenda item here says the applicants will be asked to provide an update on progress and timescales for completion of any other consents, licences and other agreements. As we've previously said, these are listed in the other consents and licences documents. A PP. O 77, I think was then revised. We have two Oh 88 that lists the various documents so as to help how can I just ask for an update to something significantly you need to inform us about in terms of

59:53

say, Yes, since the previous hearings, what has changed is that Bayes has now disclosed the timeline for its achievement of the cluster final investment decision. That's a decision by Bayes and the date that they have disclosed for that decision is April 2024. As a result, the overall project shedule has adjusted to align with that cluster, final investment decision date. And what that means is that some of the licences and consents I'll run through those in a moment, have been adjusted to bring that into alignment with that new date from Bayes. So are against that context, if I run through the key licences, consents or agreements that are required. So first of all the development consent order, that's unchanged, that's obviously in train. Now with the anticipated decision date of June next year. environmental permits for Enza tnn EP onshore, those are not affected by the cluster final investment decision date changes. So both the main Enza t power permit application and the directly associated activity. HP HP compression permit application with duly made on the 30th of June of this year. statutory public consultation on both permit applications was completed on 30th of September this year. The applicant has been in contact with the environmental agency on the 17th of October to look for updates on progress with the application. The applicant is awaiting the shedule five notice from the environmental agency with any requests for additional information in order to progress the determination phase, but the expectation is first quarter of 2023 for determination and approval. The next one is the offshore as I A now this is one of those where the submission and approval dates have been adjusted to align with the Bayes cluster final investment decision dates. So the intention now is that the offshore ESA will be submitted either in late first quarter or the second quarter of 2023. With a target for determination of that submission by operated somewhere in fourth quarter 2023 First Quarter 2024. The next item is the store permit. And at the request of the NS ta the submission and approval dates for the store permit have been adjusted to align with the cluster final investment decision dates. So it's planned then to submit the permit in the either the second or the third quarter of 2023. And to agree that content of the final store permit with no further questions from NSTA prior to the cluster final investment decision, and then the NSTA would issue the permit once a final investment decision has been achieved. And then finally, the endurance store lease and seabed leases for infrastructure. The agreement for lease letter has been submitted to the Crown Estate, Crown Estate of processing that request and the aim is to get the award of the agreement for lease in the second quarter of 2023. So that is the updated timeline.

1:04:25

Thank you very much. That's helpful. I should say I go through and reference for the updated documents or the contents of licences. It was wrapped to double oh seven.

1:04:57

So in terms of the other consensual licences and more detailed ones. Are they still working to the same timetable? Or will they be amended subsequently, given the changes you've outlined?

1:05:17

So I'm just taking instructions on that. Some, my understanding is that the more detailed set of dates for that will, is being worked on and will come in response to I think there's a third round written question which which seeks an update to those matters in any event, that is that is working hand which will come in shortly, but I don't have all of

1:05:59

that. That's fine. Yes, there is a question standing question. Thank you. Okay, nothing further on Item seven. Let's move on to Item eight, which is statements of common grounds relevance to dcl.

1:06:26

I wonder, Mr. Cooper, can you just provide a brief overview, if there's anything to say specifically about any particular statements of common grounds, or those in TCO that hasn't been already covered today?

1:06:41

So I'm just going to pass over on this matter to Mr. Jack Bottomly. product engineer from BP. You've heard from Mr. Bottom for his to my right, but one, he'll just provide you with a brief overview of those, Matthew.

1:06:58

Good afternoon, Chad Bottomly on behalf of the applicant. Just by way of summary. We've submitted submitted 34 unique statements of common ground so far so far an examination of these four are now submitted as a final and signed revision 22 are in draft and and at the time of submission reflected the position of both parties. And eights was submitted as draft. However, the applicants did not receive comments from the interested party prior to submission. As per the the examination and examination timetable, the applicants will submit finalised statements of common ground at deadline 12 With the exception of those that already submitted final and signed. So that's all I had as a brief overview, unless you have any specific questions.

1:07:56

That's absolutely fine. Thank you very much. Okay, thank you very much. So I think that's brings out some aides to the end. I'll now pass over to Miss Davis.

1:08:14

So the actions that I've got action one, same court, and deadline is deadline 11. For everything unless someone says otherwise. Number one, explain how same court concerns regarding Article Two permitted preliminary works were resolved. Are you happy with that same call?

1:08:40

Yes, thank you noted.

1:08:44

Action to for the applicants provide a date for submission of supporting plans for the same court pipeline corridor protective provisions. Action three clarify the use of the definition of Sembcorp throughout the DCO. That was for the applicants. South tees Development Corporation provide proposed wording for article eight to secure notification from the applicants to SDDC for transfer of powers and respond to the applicants proposals of the 17th of October yesterday. Are you happy with that? Socrates?

1:09:24

Yes, that's fine. Thank you.

1:09:27

Number five, the applicants respond to concerns raised by northeast group regarding article eight. Number six, we applicants clarify the distinction between an overlap zone and the exclusion zone. Number seven for the applicants ensure that confirmation are not of the Environment Agency stance on requirement 13 is in the statement of common ground

1:09:58

number eight for the applicant notes relating to requirements 16. Double check while limb one rep six 122 wasn't taken forward.

1:10:14

Number nine for the applicants relating to requirement 23. To clarify whether the Environment Agency has confirmed that it is content with the proposed amendments, and ensure that it's captured in the statement of common ground.

1:10:35

Number 10 for the applicants, the statement of common ground with the environment agency needs to include reference to the EAS position on the tie in between the gathering network which has worked number six, and the construction of the power station. Actually number 11 For REDCap Borough Council, consider providing feedback on the scope of the council's responsibilities and requirements. 32 Regarding decommissioning he happy with that Mr. Miller? Action 12. For the applicants reconsideration of the wording of requirements 37. Taking on board the comments from Red Coburn Council, the same may apply to requirement 38. For TG entities. We didn't discuss that I just tagged it on because I'm assuming the same concerns apply. Understood. Action 13 for the applicants address the concerns raised by NTG in the hearing regarding the reason for having consulte status as per SDDC.



1:11:46

And a last one possibly for Teesside gas and liquids processing as Mr. Ennis, an update by deadline 11 on the status of agreement on the protective provisions. And I wasn't sure if we needed to secure that as part of the actions, Mr. Gleason and whether or not if we do if it needs to be expanded more generally, to ask everyone to update it to 11.

1:12:18

I think it would be helpful to have a wider contribution on that point. Thank you.

1:12:24

So Mr. Fuller, thrown a lot at the applicants there. And I haven't checked any of it with you as I was going along. Are you happy with that?

1:12:31

You're no surprises so

1:12:32

far, I was just reminded that the applicants will in any event update the CA shedule which will hopefully provide some of the information that might might have been embedded in that last request.

1:12:48

Was there anything anybody else wanted to say about the actions anything anybody wants to pick up on or add?

1:12:54

The only point that I instantly noticed? Doesn't I don't think was on the list was clarification from MGT as to its claimed possible ownership of some apparatus within the order limits?

1:13:20

Okay, I think that would have to come deadline 11. Because otherwise, there won't be an opportunity for us to comment on any implications. And then a response to that.

1:13:31

Mr. Daniel green, are you happy to provide that by deadline? 11?

1:13:36

I kind of give an undertaking, but I'll take instructions and obviously we'll do our best.

1:13:42

Thank you. Any other comments? Oh, I was Mrs. Hunt, I think.

1:14:01

Okay, well, item number 10. Any other matters. We've not been notified that anyone wishes to raise any other matters. Unless anyone's got anything burning. They want to say before we move on. And tomorrow's compulsory acquisition hearing, we'll deal with a number of matters that follow on from today's hearing, including protective provisions for statutory undertakers. That's tomorrow morning. Just while we've got Mr. Miller here as well, Rico and Cleveland Borough Council. This isn't just in relation to the DCO. There are a number of requirements that that obviously your authority will need to discharge. We just want to draw your attention to the questions that are in examinee's written questions three, which were issued just last week. Reference PD zero Oh to one. And this also goes for Stockton on Tees and Hartlepool Borough Councils as well. There are a number of questions which are the partly or fully repeat some of the questions that we asked in written questions to, which was PD 016. As events have been overtaken by the publication of our third written questions, you only need to respond to the third written questions, not the second written questions now. But there are a number of questions that we asked second time around that we do need answering.

1:15:37

Indeed, yes. Apologies. I gather there was a resource issue on the second round. But back in the saddle now, so I'll be taking personal responsibility for that response.

1:15:50

Okay, lovely. Thank you. And just to remind you, the deadline for that is deadline 11, which is 20/26 of October. If there are no other relevant matters, and the timetable for this examination requires that parties provide any post hearing documents before Wednesday, the 26th of October deadline 11 on the examination timetable, and there will be a recording and transcripts of this hearing placed on the National Infrastructure website shortly. And thank you very much for attending today and your participation has been very helpful for our examination of the draft development consent order, and we will be considering your responses carefully. And it will inform our recommendation to the Secretary of State. The next hearing is here tomorrow morning. It will be the third compulsory acquisition hearing and it will start at 10am. Once again, thank you. The time now is 16 minutes past three. And this fifth issue specific hearing on the draft felon consent order is now closed.