

# TRANSCRIPT\_YORKSHIREGREEN\_ISH4\_SESSION4\_19072023

Thu, Jul 20, 2023 9:56AM • 38:13

00:11

Good afternoon, everybody and welcome back. The hearing is now resumed. Okay, so we're moving on to schedule four of the draft development consent order. And this concerns the discharge of requirements and the process for discharge of requirements. And we're aware there's been subject of

00:30

them quite extensive discussion between the applicant and the council's.

00:37

The difference between the parties seems to fall print speed at the timescales proposed for the discharge of the requirement. We're aware that there's a service level agreement being progressed with a view to establishing what would essentially be a pre application process for requirements to be discharged. And I understand

00:54

that there's some debate about the extent to which that SLA would help make the timescales and schedule for more palatable to the local authorities. But

01:03

I think we'll start by asking Mr. Turney, could you just explain where things are from the applicants perspective, in terms of the discussions with the council's on schedule for please?

01:16

Richard Ernie, for the applicant, I'll explain where we are. And then we can provide some more information. I think probably from his Kington about where we are, with discussions with the council's in terms of our proposals,

01:32

where we have focused is on really two areas to address the concerns of the council. The first one is in terms of the section 106. And agreeing the SLA.

01:44

The second one is in terms of the pre application period.

01:50

The overall

01:53

timescale, therefore, with both pre application and the full application process covers a period of at least eight, sorry, at least 11 weeks, because you'd have the six week pre application then the 35 day determination period.

02:13

We think that is appropriate. And indeed, we wouldn't want to have a longer period than that for the process to be completed. We think it's appropriate given the fact that for normal planning applications, there's no which termination period as an example.

02:31

We don't think there's any benefit to the authorities in spending more of that time in the application process, and cutting down the pre application period. And the reason is that for these sorts of approvals, the choice when the application comes to be determined is going to be relatively binary, whereas in the pre application process, we can engage and discuss the proposals. So we think that that allocation between pre application discussion and determination period is the right one.

03:03

So that's where we've got to, as I say, the further support that's provided is through the proposal for the service level agreement,

03:11

which would

03:13

include funding, that could have the authority to wish be used to bring in external assistance to deal with the discharge of requirements on this project. So

03:26

it would mean that the resource implications for the local authorities would be would be addressed.

03:32

So that's where we get to I don't know whether it's easy to hear from Miss Kenton, in terms of our discussions or whether it's easier to hear from the local authorities on on their views.

03:42

Thank you. Just an initial question. When when we spoke before, I think this was a planning performance agreement rather than a service level agreement. Can you just explain the reasons why you've opted for the service level agreement approach?

03:59

And what the pros and cons of that are?

04:09

Rich attorney for the applicant, I think, I don't think there's much in in the words because I think they're trying to do the same thing. And ultimately, it will be for the local authority to decide how they wish to

04:21

use funding that's available to them in terms of covering officer time or bringing in external assistance. I think that is really just choice of language. And I think planning performance agreement, we thought was more concerned with pre application processes, sort of before a development consent order is made. And then they're discharging the obligations under a statutory instrument. It is not so easily described as planning performance agreement, but I don't think there's any magic in the words what we are. A planning performance agreement is seeking to achieve the same thing

05:00

Is that in return for the payment of money? The authorities agree that they'll meet the deadlines that are agreed in that agreement is effectively achieving the same thing.

05:11

Thank you. I would like to bring in Miss White's at this point, because I know that in your deadline, five comments, Miss White, one of the comments you've made has been that if there was a surface level agreement, you would want a PPA In addition, so could you just explain the reasons for that position?

05:28

Yeah, I think Louise whitelist. Counsel, I think the applicant wishes to enter into post decision PPA with each authority should the DCR be granted.

05:40

I'm happy to be for that to be included either way to be quite honest.

05:46

I'm happy as well, with a pre AP period which has been provided, it just seems much more manageable.

05:53

For discharging requirements,

05:56

I'll move on, if you wish to the articles, there's a little bit of trouble there, obviously, given our highways, stamps regarding traffic regulation orders, and they can take quite a long time to fulfil.

06:11

And that would have to take place outside these time periods. I am dealing with Beth Kingston actually today who have been here in the inquiry trying to work through this. I think it will be overcome somehow.

06:25

And I'm happy to continue talks with them. Thank you.

06:30

Thank you very much.

06:32

That's very positive to hear.

06:36

Well, I've just checked other points for you from your deadline five? I don't think I do actually. So thank you for that. Miss White.

06:45

Mr. Reynolds, would you like to comment on this? I see from deadline five, you said that you're content with it, the speed the service level agreement progressing. But it's still a matter outstanding. So maybe you could provide an update as to where you are?

07:05

Yes, my analysts say the

07:08

we're progressing a service level agreement. And we're happy with the wording of that, we're happy with it being a service level agreement.

07:16

As part of the one, you're either one or six, this all makes sense to us.

07:22

That is without prejudice to our response to the amount of weight the the amount of weeks that the or the format of the discharge of requirements takes place. Ultimately, our issue is an internal practical one. This is how we discharge requirements. This is how the planning authority goes out to the relevant

07:46

service areas and comes back on whether or not that's going to be enough time. We do appreciate that. They've come back on and recorded. So the applicant has come back a couple of times with

07:57

presumably what they consider to be improved offers the sort of the the issue would be that if it's a four week period, followed by a four week period, that's not a weeks, that's still just four weeks, I think is the planning authorities here. At the moment, we've now received an SLA which has the six week

08:17

informal period and then the I think it's four weeks afterwards.

08:23

And we haven't made we haven't had a chance to make any formal comments on that. I'm hoping that

08:31

now that we have the detail of the SLA and the work packages that goes along with that, that we might be able to find

08:39

some movement.

08:42

Thank you. And just to clarify, I think or at least the way the drafting is currently in schedule for I think it's the five week, so it's 35 days for the post vacation period. So that's how we get to the

08:56

Yeah.

08:57

Yeah. So you have to, from our perspective, we, we know you're you're the pastor discussing this, but we don't see the detail of it. So these are the reasons why we're asking. We don't know what's passing back and forth between the parties. But it's very helpful. And so it sounds like discussions are quite active on this. And do you feel optimistic about finding a resolution within the timescales of the examination?

09:22

Yes, I think that we will be will be able to do something. I think that that's because I think that there's

09:29

hopefully there's a mixture of different solutions that will come together for it. I think if it was just down to down to weeks. I think we are struggling on that on that point. But hopefully we can look at different avenues that have been suggested to the WorkPackages.

09:44

Thank you. And we don't have the city of York council with us. But the deadline five submissions appear to indicate a broad level of agreement.

09:58

And I know that one of their responses to question

10:00

Since I said the mechanism would address their concerns, Mr. Turney or perhaps Miss Kington, could you just provide an update on your discussions with the city of York, please?

10:16

Ask me Captain National Grid. Yeah, we've had positive discussions with York. They're broadly agreed with the approach. And the draft SLA is with them currently. Comments. And we're hoping that they will have send any any kind of public comments we've got by deadline six.

10:34

Thank you. And so I've you've asked for the sound of it. You've asked the council's to come back to you by deadline six, or probably the day before. It's like the matter you were discussing earlier. Is that right so that you can give us an update in a deadline? Six? Yeah, we have asked for comments. Well, as soon as possible with the intention of giving an updated deadline six. Thank you.

10:56

And

11:01

okay.

11:07

I think I won't. I won't go any further on this based I know if we've and I won't re airpoints We've already discussed about the timescales, which I know we've we've talked about, even from our first issue specific hearing.

11:20

But just to say that we are interested to see how this one is resolved. And if it deadlines six, it's not or it's far from resolution, then we are still quite keen to look at what needs to be done on the face of schedule four, if it can't be agreed

11:34

via the SLA.

11:40

The only fun thing I wanted to pick up as the question about, we asked earlier in the examination about whether the term application needs to be defined in paragraph five. And that was simply about this point about requirements being discharged in whole or in part. And we've had a comprehensive response back from the applicant about that.

12:01

But I'm not sure we're still convinced, I think there's still an argument in favour of looking at, including a definition of application in there. So that where we because we have these stages, and we have the various loop elements of the scheme being progressed and therefore partial discharge of quite a number of requirements, potentially, I'd quite like the applicants have look again at whether it might be possible to include a definition of application in paragraph five, just to explain that an application could be discharging a requirement, in whole or in part to Mr. Turney. Are you willing to look at that again?

12:40

Rich 10 If the applicant? Yes, we'll we'll look at that. And thank you. Thank you.

12:48

And that's down for deadline six. Thank you very much.

12:52

Did anybody else want to raise any further matters in relation to shedule? Four and the discharge of requirements? Women's?

13:01

Okay.

13:05

And then we'll move on to the subsequent sheduled. We don't have anything on I think shedule five? We don't we don't we don't on schedule five.

13:15

Or schedule six. I would just note, this is the point at which yesterday it was noted that the slip road that was taken out of the there was I think it's a national highways slip road that that was there was some discussion about removal of that from the street works and shedule. Six, I think this is where it's found. But nothing else to mention that unless Mr. Bellingham would like to come in.

13:41

And then schedule seven nothing.

13:47

Nor on schedule eight or nine. And then well, I think we go all the way through now

13:55

to shedule, 15.

13:58

That's anybody wishes to raise anything in the intervening schedules.

14:04

And I think we won't, as we discussed yesterday regarding national highways, protective provisions which are in dispute. We I wanted to just pick up Mr. Bellinger my you in the hearings, still, I can see your icon on the screen. Yep.

14:22

Thank you. I just wanted to flag because I think by the time we set an action point yesterday afternoon, you left the hearing. So I just wanted to make sure that you were aware that of the actual point that we

set which was action point 13 from yesterday's now published actions, which was we were looking at ways to kind of

14:41

resolve the differences and understand the differences if they're not resolved between the parties themselves. And I think we decided in the end that where there is dispute what we need to see is the the details of the precise wording and how they differ. And what we would prefer is for the for that to be done on the baseline of the applicants protective provisions

15:00

So we appreciate that you have your own draft version of protected preferred protective provisions. But what we need to see is basically your commentary on the applicants protect proposed protective provisions and tell us why those wouldn't be suitable and to comment on what would be other suitable alternatives. Does that sound like something that you'd be prepared to do?

15:21

Yes, certainly, if that if that's the ask, we can do that. It would be easier to do it the other way around, because

15:27

the applicant has deleted provision. So it's easier to comment on provisions that have been deleted rather than to have amended or, or added. And that's that's how I started to prepare it. But

15:38

yes, yes, if that's your preferred way to commit and what's missing, rather than what's been deleted? And I'm sure, sure.

15:46

Mr. Turney, do you have a view about this? Thanks. Mr. Bellingham.

15:52

reached me for the outcome. I think it's easier to have the comments on our drafting. Since since it's the order that we're proposing. And and that would be the deadline five drafting that we now have in the order? Yes.

16:06

Okay, in addition, there's, there's there's, before that task gets too far,

16:12

I understand there's a meeting tomorrow, which perhaps can start to bring the drafts closer to each other. And then we can say, well, there's there's a middle ground position. Absolutely. And so that if that's our hope, is where you'll be anyway, in before we even get to that deadline. But if we're having to deal with that kind of worst case scenario, that that agreement, there's no further agreement, and we've



we're asking the same of each of the statutory undertakers where we have outstanding protective provisions. So

16:39

it may not need to be done at all if agreement can be reached, but in the event that it can't be, we would, that's what we're asking for Mr. Bellingham. Okay.

16:47

Thank you. Excellent. Thank you. While I have you, is there anything else specific you want to raise in relation to what we have now in the deadline five version of the applicant's protective provisions?

17:00

I mean, what I was just hoping to have the opportunity just to sort of cover, I won't try it, I won't repeat points that have already been made. But it's been noted, the applicants acknowledged our concerns over schedule one, and the preference to sort of deal with those concerns by way of the protective provisions. So I am hopeful that we'll have more productive discussions going forward.

17:21

Because, you know, as, as we've, as we've said, all along the protective provisions are based on our standard section 278 agreement, which is a requirement for developers who want to carry out works on the SRN outside of the the handset the DCO process. So they appreciate the applicants position here is they're indicating any, any works that they propose are only minor, but we don't know that because of the schedule one drafting. And if we don't know what the works are, then we cannot agree to any deviations from it. You know, we don't object to the principle of this development. We've been quite clear on that throughout, but it must be risk free to national highways and the draft DCO before you isn't risk free to national highways. And that's where our concerns are.

18:03

There's, there's the shedule one concerns which which we've gone through at length, so I don't propose repeating that, you know, ultimately, we want our standard protective provisions to cover all those unknown scenarios. But even what's before you in terms of the known works, that, you know, that we know, we're going to take place, the protective provisions that appear on the draft and the draft DCO are heavily watered down. And, you know, national high, which would suffer detriments if, if, if that was to, to to be taken forward. And just by way of, you know, a couple of examples, I won't go I won't go through all of the deletions, but the indemnity has been deleted. And notwithstanding we heard yesterday about other stuff that you undertake has been granted indemnities

18:45

requirements for security has been deleted. So you know, both both of these greater Frank financial risks of national highways, or public bodies shouldn't be having to carry the risk financial risk of having a third party carrying out works on its network without the backing of security and indemnification. These are basic conditions required by all public bodies. So in our view, it should be without question, they must, they must apply here.

19:10

And similarly, when we're talking about finances,

19:14

there's a bit of ambiguity I must admit on this point, so I'll need to pick it up with the with the applicant, but they do seem to be indicating that they won't pay pay national highways fees up front, which is Well, to me at least it seems a little bit perverse, because we've been told that we need to expedite things and move quickly, but they're not prepared to pay for it.

19:31

Though they'll pay us afterwards if we send them an invoice and we'll get paid 60 days after the event but but we don't carry a budget for third party works within national highways. So we're unable to you know, to carry out the approvals processes, you know, sign things off, provide supervision, check designs, whatever it might be, unless we have the money on account up front but as drafted, the applicant doesn't seem to be prepared to do that. And then finally, just just just want one further one is the certification process and the certification process.

20:00

Since to sign off the works, which had been completely removed, again, the applicants view being that the disproportionate but they're not.

20:09

When closed in any part of the network to carry out works, national highways must be able to inspect them, and inspect the SRM before it's reopened just to make sure everything is safe. And that's what these provisions are there to do. So regardless of how minor the applicant may think they might be, they will need to close the road to carry out these works. If they're putting up scaffolding and slinging nets across the SRN, you can't do that over live traffic, the road will need to be closed for a period of time. And therefore national highways needs to inspect that road before it before it gets reopened. So

20:42

I don't think I need to say much more on that. But that's that's an indication of the provisions that we think are applicable for the known works notwithstanding, you know, everything else that we think is applicable for, for the unknown works to cover is in there just in case situation. But there's still a bit of a bit of distance between us. But as has been said, we do have a meeting later in the week. So hopefully we can come closer together on those points. Thank you. Thank you, that's very helpful in terms of understanding the scope of the difference and that particular areas of difference. And I can see Miss Coombs nodding as well, in terms of her ca side of things as well as if Yeah, thank you very much. We will I don't know whether the applicant wants to come back on any of those points or whether it's just points to take forward into your discussions. Mr. Turney.

21:32

Richard anything Applicant? I think mainly, we'll take them forward. I think just one point, just clarify, just in terms of the scope of the works is that we don't, we hadn't anticipated a full road closure for these for these works. Just to be clear. I think what we'd anticipate is, is rolling roadblocks to allow that

to happen. But but the the, the points that are made about closing roads, if necessary, obviously, are ones which we can factor into the discussions.

22:05

And certainly that in terms of fees, and so on, we don't see that as being

22:11

any likely impediment to, to agreeing these matters. I think in fairness, it's worth pointing out that the way in which these fees work is it's not a fixed fee for an application for determination. But rather, it's an agreement by the undertaker to pay the costs that have been incurred by national highway. So it's a sort of indemnity against the costs they incur. So rather than having a fee up front, they send a bill for the work that it actually took. So it's, it's it's not supposed to put them out of pocket, it's supposed to make sure they are properly reimbursed rather than just receiving some sort of flat fee. But if they wish to revert to a sort of flat fee payment, then I'm sure that's something that we can discuss.

22:52

But I think the other points are all ones which which we can discuss.

22:57

You know, I think in terms of overall approach, yes, we accept that we are interfering, albeit very lightly, but we are interfering with the operation of the network, and that we should be the ones that are dealing with the consequence of that.

23:14

Whether that's described as risk free, but I don't know if that's a fair, it's about the allocation of risk between the parties as a development consent order as generally, there will be an impact on the highway. But the reason for the impacts on the highway is the huge public benefits of the scheme. So we obviously need to make sure that's managed appropriately.

23:36

But it sounds to me from all of those points that there once were,

23:40

there's probably

23:42

common ground to be reached to hopefully we can get to a position where appropriate provisions are agreed.

23:49

Thank you. That's very helpful. I think less Mr. Bellingham would like to come back on any of that. I think we'll leave the national highways provisions there. Thank you very much. And yes, in terms of other protective provisions and schedule 15. We've had a progress update yesterday on those. But I am conscious that we do still have Mr. Tucker from the canal river trust. If you'd like to commend Mr.

Tucker, just to confirm we My understanding is we now have agreed protective provisions for yourselves in here. But do add any comments you'd like to make at this point?

24:22

Yes. Thank you, Sam Tucker, from Cologne River. Just

24:27

Yes. And submit to the your what you've what you've said we can confirm we have reached agreement with the applicant on those points and the protective provisions.

24:41

We don't really particularly haven't anything, the ability to add to our representations made it deadline five said the sake of time, I think

24:50

I think I'll leave it there. Thank you.

24:53

Thank you very much. Thanks for being with us, Mr. Tucker and for your helpful inputs at the early stages of the examination.

25:00

submissions mean, you've got to this point by, by now of agreement. Mr. Turney, is there anything else you'd like to raise under shedule? 15?

25:14

reached any for the applicant? No, no, nothing further from us. Thank you, and anybody else under schedule? 15?

25:21

I'm not seeing any indication. Okay, then we'll carry on through

25:26

in terms of sheduled 16. We know the amendments to

25:32

remove the reference to the bylaws to be disapplied. That were the the two internal drainage board bylaws. And

25:41

it's clear that the reasons, as we've already discussed are because those matters are picked up elsewhere now by amendments to article 19.

25:50

Is there anything else to be said on on that we don't have the IDB is with us. But Mr. Turney, is there anything else to add on that?

25:57

No, I didn't think so. From our perspective. Okay.

26:01

And then on shedule 17. We've just as I mentioned earlier, we've seen the updates in terms of those three hedgerows the amendments made in terms of three hedgerows, the two that have now been surveyed and the the additional one that's been added for monk fryston substation. So that's everything on schedule 17.

26:21

So unless anyone else has anything on the DCO itself, I'm going to suggest we move on to Item five.

26:30

And again, because we have already discussed in some detail, I suppose we've got side agreements on there as well, maybe let's start with side agreements. So

26:38

I think the only update, we received a deadline for on site agreements was in relation to the Network Rail framework agreement that was already covered yesterday.

26:49

Is there any further update on side agreements Mr. Turney?

27:01

Bridge attorney for the outcome, I think

27:04

nothing of significance. I think we've we've we dealt yesterday, as you say, with Network Rail and the position where effectively the the the issues across the side agreement and the protective provisions are one in the same.

27:19

But we obviously as we've done previously, we can find an update on where we are with negotiations on others.

27:27

That would be helpful if there is substantive update a deadline six if there isn't there. I'm I know that a deadline seven we've got in the final tracking list. So that's kind of against what we're beginning. So we'll that's the main place that we're expecting to see that. Yes. I think that's where we anticipate providing it, obviously, if there's if there's a material change that relates to other matters, and we'll let you know. Thank you.

27:50

And then on section 106. Obviously, we know there's a draft section 106.

27:56

In circulation, we know it relates to biodiversity, net gain commitments and the matters we've just talked about in terms of the service level agreement for the process for discharging requirements. We've already discussed the bng commitments under item three above. So I don't intend to go back over that. And of course, we've now talked about the

28:17

the SLA part of the section 106 under our discussions for sheduled. Four. So, again, their final date for submission of any final signed and executed section 106 will be deadline seven. Does anyone wish to add anything on section 106? is we don't have anything else to question at this point.

28:41

Okay, no indication that anybody would like to come in the only other matters wanted to quickly cover here was about which isn't on the agenda, I think, was about just other consents and licences. And we noted that a deadline five yeah, there's been some specific additions about consent for discharging service water to water surface water to water courses within IDB districts. And I think,

29:07

again, my addition My understanding is that this is these additions are as a result of the deletion of the bylaws from the list of legislation to be disclosed. This is another measure that's being undertaken to address the IDB concerns in a way that doesn't have to dis apply the bylaws, but I will just check my understanding on that. So I'm talking about pages 11 and 12. Of rep five zero to five.

29:35

Richard turning for the applicant.

29:40

Yes, that's right. There's

29:46

the consent that we've identified as or the consensus identified as possibly being required or in respect of

29:54

discharging surface water. We've explained that

30:00

They

30:02

may be required and

30:05

the circumstance in which it would be. So that's an issue which we've identified potentially, as a result of the the arrangements, we're proposing across the peace for the IDPs that we may need a further consent in place. Okay. Thank you.

30:23

Okay, so we'd have no other matters on Item five, unless anyone else wants to pick anything up. No. In that case, I will hand over to Mr. Jones for item six.

30:35

Thank you Miss powers. Item six is the point at which we review actions and issues arising from the discussions today. We collectively as the panel have been taken a note of the action points. As we have gone through today's hearing in the interest of time, I'm not proposing to go through them in detail. But just to note that we will write them up and publish them on the Yorkshire green page of the national infrastructure website as soon as possible after today. And we would hope that that would be by the end of the week at the latest

31:07

Britain summaries of submissions put orally today from all parties are requested by deadline six, which is Friday the 28th of July. I just wanted to clarify something that we mentioned earlier before lunch, where we've said that the final position statements should be submitted. And at the moment, we're looking at greenbelt and construction working hours, then these final position statements should be submitted at deadlines seven.

31:35

I will now pass back to miss powers for the last two items on our agenda.

31:41

Thank you, Mr. Jones. Well, we will work to get the action list

31:47

finalised because that's easiest to do it while it's all fresh in our minds. So we'll we'll aim to get those out. As as Mr. Jones has said,

31:55

there was only one other issue under seven that we wanted to raise, which was something that arose from yesterday afternoon's discussion

32:03

relating to the need case presented in the applicants section 127138 cases

32:10

when we were discussing those Actually, could we have just Mr. Hughes? Could we bring up rep 5087 on the screen if possible, which is just an example of one of the section 127138 cases

32:27

if you a few moments to do that.

32:36

Thank you. I think it was section. So in that one. It's para one point 2.8.

32:43

The Yeah.

32:45

So it's where we talk about the need case. And in there is the list of three major,

32:53

major, major projects that rely on the reinforcement of the network. And just for absolute clarity.

32:59

We obviously know the status of Hornsey for the other two, I don't know whether you're able to provide an update now about the planning status of those two projects, or whether it's a deadline six submission, but I think it would be useful for us just to understand

33:14

the planning status of them and their consenting route. So we know one of them is on the planning Inspectorate books as a potential project, but it's in the pre application phase, and that would be the first on the list. We're unclear about planning the planning route for the second project. So we The reason we're asking is we just want to understand

33:33

those prospects of those projects coming forward and those timescales just to kind of

33:38

completeness in terms of the understanding the need case, Mr. Turney, is that something you're able to do originally for the applicant? Yes, we can we can find that information. I think I just emphasise two things, if I may, will, will confirm the the position, but to two overarching points. One is that though those as I think is clear from In addition, are part of the need case, it's not is not just those schemes that are relevant. The second point is that

34:08

from National Grid's perspective, these are contracted connection offers. In other words, they have to be delivered from national grids perspective. So

34:20



in a sense, regardless of whether the connections themselves and how they're progressing, we nonetheless need to make that grid connection available to meet our contractual obligations.

34:35

So that's the those are two overarching points. But with all that said, we can provide an update as to as to where those are, as you say, we all know about Hornsey for very recently consented but we'll we'll check on the other two. Thank you very much. And it is just a complete at this point. And we're very well aware of the wider needs case in terms of reinforcement of the of

35:00

The grid in this area. Okay, we've dealt with any other items as we've moved through the agenda. So we don't have any other matters to raise under a EOB. But I will give everybody just the opportunity to raise any final matters they'd like to ensure we cover today. Can I reached any for that thing? Can I just raise one point and it's I don't think I'm asking him for any change to

35:24

timetabling going forward. But we wanted to identify that deadline seven, it's partly taking into account the request for final positions. We're proposing to file a sort of closing position statement across the piece.

35:39

Not introducing new material but summarising where we say the cases on on each of the key topic areas. And we just wanted to identify that was our intention. Obviously, the intention is that it assists you in providing clarity as to where we've got to and providing a single point of reference.

36:00

And

36:02

we're just identifying that now that that's that's our intention to do that at deadline seven.

36:07

Thank you very much. We toyed with the idea of requesting that in the timetable right at the beginning. But in the end, we decided that we would use the other tools that were already in there. But I would say from my experience, it's very useful to have that form of sort of closing submissions sort of position statement. It does help us. So yeah, I would say deadline seven for that, please. And obviously, we note that it will be the applicants take on things that won't necessarily, you know, will will obviously take account of all the other views as well. But it does, it does provide a useful overview and we get right to that point of the examination. So And indeed, if anybody else wants to put in a closing a start a complete submission in the style of a closing statement at that point, we would, we would be open to receiving maps. So it's not just a provision for the applicant.

36:54

Okay, anything else to raise before we draw this hearing to a close?

37:02

Now, okay, thank you very much. Well, in that case, I'd just like to take the opportunity to say a big thank you to everybody. We've we've managed to finish today rather than having to go into tomorrow, after all, which is helpful with the train strikes tomorrow. But thank you for everyone who's joined us today. And indeed, yesterday. We've always found these discussions extremely helpful. And so it's it's positive to hear that discussions amongst the parties will continue as soon as we finish and hopefully that we'll have some further progress reported at deadline six, which we'll look forward to reading. We're also very grateful to Miss Evans, Miss Hopewell and Mrs. Savage who have all helped us this week. And I know they've done we've been able to see lots of their work close to home this week. So it's been very good to see how much they've been supporting. people joining us actually, so big thanks to those. And unless we have anything else, nope. Okay. So it's 432. And this issue specific hearing for is now closed. Thank you. Thank you very much. Thanks.