

## HyNet\_9 Aug\_ISH3\_PT2

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FULL TRANSCRIPT (with timecode)

00:00:05:03 - 00:00:07:10

Okay. Welcome back, everybody. Um.

00:00:09:07 - 00:00:34:03

As for 11, the hearing is resumed. Welcome back. Um, we just finished discussion of the old timey brook crossing options. And before that break, we were just going to move to the subject of biodiversity interests. Before I go on to that, does anybody wish to raise anything that wasn't covered by the adjournment?

00:00:36:28 - 00:00:45:17

No one's raising anything online either or in the room. So I'll move on. So biodiversity interests, this is agenda item three. Um.

00:00:47:17 - 00:01:18:26

The. There's quite a not not too many questions about this. I'm anticipating about an hour's discussion if that on on on these matters. But I'm aware the biodiversity net game strategy is being updated. Deadline six And in light of that, I like to invite the applicant to briefly summarize its most up to date position, noting the changes it has applied, if any, from last time around when this discussed in the previous year.

00:01:20:20 - 00:01:55:12

David ten on behalf of the applicant. So as you've alluded to, the biodiversity net gain strategy was updated and submitted at deadline six. This included a number of revisions, including the most up to date information on our progress with securing the offset site locations. Um, we included figures within the rear of the strategy to show those locations that we're currently looking to secure. Um, we're at an advanced stage of discussions with both and look for those site locations that they're able to provide to us.

00:01:55:24 - 00:02:26:12

Those locations are included within the strategy. The Welsh woodland remains outstanding, but we're in advanced discussions with a third party landholder. Um, so there will be further update to come on that in due course. Um, also included within the deadline submission was a comprehensive review and evaluation of the relevant policy legislation and strategies for both respective sides of the border.

00:02:26:24 - 00:02:41:13

Um. The applicant has provided an evaluation against each of those policies and strategies and legislation to see how our approach by diversity, net gain and side of the border aligns with those relevant policies or drivers.

00:02:43:12 - 00:03:00:18

And we believe that the well, the evaluation that we provided provides a comprehensive review of how we're aligning with both and flinches as well as national drivers in securing biodiversity gains by the side of the border.

00:03:03:13 - 00:03:34:03

And just one thing to highlight in particular. We have also looked at the recent consultation for the that um, Wales has had out, um, the changes that they're suggesting are fairly minor as part of the consultation. But regardless, our approach to biodiversity net gain within Wales or biodiversity benefit within Wales is, is still in accordance with what those changes could result in for W, and that includes aligning with the Decca framework.

00:03:40:07 - 00:03:45:06

I think that's probably. Thank you for that. I was just about to ask, is there anything else you want to add?

00:03:51:10 - 00:04:00:02

Yes. Sorry for the applicant. One final thing is just to note that. The updated strategy deadline states also took into account the change requests.

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They mainly reduced the old limits. So it's been a slight benefit to the calculations in terms of area based habitats that really hasn't affected anything, just because the reductions haven't taken place within priority habitat areas. The only one that is slightly changed is associated with linear habitat. So hedgerows where there's been less than.

00:04:28:00 - 00:04:35:17

1% changes or less than half a percent change in both England and Wales. So very minor changes.

00:04:40:01 - 00:04:41:13

Okay. Thank you. Um.

00:04:43:24 - 00:05:09:01

Both councils have already expressed previous opinions and comments on this and whether or not they've got any objections. It is clear ish, but will invite Flintshire County Council, first of all to respond to the update and also then so turning to Flintshire Council, County Council, do you have any comments on the updated strategy?

00:05:11:04 - 00:05:41:23

Hannah Parish County Council. So essentially now we've we've been working with the applicant to finalize the legal agreements for off site planting with Flintshire countryside services on Flintshire land. So can provide some detail if if you wish. I've got some notes. Um, but basically we've got no objections and we're working together to get and hedgerow planting and pond creation.

00:05:42:16 - 00:05:48:24

But yeah, I think it's, it's useful to have the if you've got more of an insight to give, that would be useful.

00:05:49:13 - 00:06:03:04

Yeah, sure. Hannah Parish Centre County Council. So as I said before, the applicant has been discussing the matter with our countryside services manager and the ecologist and

00:06:04:22 - 00:06:35:21

countryside services have put forward 700m of hedgerow planting and pond creation and on central land and suitably located in respect to the pipeline to contribute to all the aspects of the targets. And you'll recall on the company's site inspections on Monday, we were at the cycle path. So particularly there, the the hedgerows quite limited there. So we're looking at areas there.

00:06:35:28 - 00:07:14:22

So understand, um, in terms of the ponds, this is within existing semi improved grassland adjacent to the park compartment of Connah's Quay ponds and woodlands, triple so sites of scientific special interest and decides Buckley news sites of the special area of conservation the grasslands and proposed water sorry grassland and proposed pond provide complimentary habitat to the woodland planting scheme funded under the Woodland Investment Grant, which was received in 2021, as well as the adjacent designated sites to manage for Great Crested Newt.

00:07:14:24 - 00:07:46:07

So it's all quite complementary to things that are already there and understand that the creation establishment of management for 30 years has been costed within this draft legal agreement and Susan may wish to comment on that. Um, with regards to separately costing for ponds and hedgerow habitats. Um, and the applicant is currently reviewing those costings, so they are progressing. Just to give you some kind of certainty.

00:07:46:24 - 00:08:17:09

Um, and that would be with regards to a lump sum and under a specific code within our, within our budget. And I'm aware of a similar project for the Castle Landscaping Fund so that we have done this before within Flintshire also understand that woodland offsets are being explored with the applicant and private landowners within Flintshire. And um, I'll pass on to Susan if she's got anything to do in terms of the legal agreement.

00:08:17:18 - 00:08:18:09

Susan, according.

00:08:18:11 - 00:08:34:06

To Flintshire County Council, is we're in receipt of form of agreement from the applicants been recently received. It's to update the agreed terms have been discussed between the applicant and the countryside manager, so just needs to take instructions on the draft. But can we have it?

00:08:36:10 - 00:09:17:15

Well understood. Thank you for that. So take it from what you're saying and also from the applicant submissions, we've got three primarily three priority habitats being looked at. We've got the native species, rich hedgerow with trees, land managed by Flintshire County Council. The ponds, including a pond by wet forests managed by Flintshire County Council. And there's also, as you say, discussions about lowland mixed deciduous woodland and that you're broadly content with the way discussions are going on on those things and.

00:09:18:21 - 00:09:30:12

In the event that only two of the three priority habitats that we're discussing or alluding to are only able to be agreed on. And.

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Would you have objections to it proceeding without that, or would you

00:09:39:12 - 00:09:46:23

still be content with two out of three priority habitats? That is a question to Flintshire County Council.

00:09:52:19 - 00:10:03:09

Hannah Parish, Clinch County Council would revert to our ecologist on that point. However, I'm told by taxes on unavailable at the moment, but we can get that to you in writing.

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Yeah, Appreciate that. Yes. That's noted. And I think that's the best way to deal with that, given it's an ongoing discussion in the legal agreement.

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Thank you. Have got a couple of additional points, if I may. Whilst we're talking about this matter. Um, obviously there's species licenses which are being dealt with within and outside of those shadow licenses. And I know that we've discussed about community funds and previous issues, specific hearings and within our representations, but thought it might be useful to mention that community. Should the applicant wish to enter into a voluntary community fund project, that those benefits should also include biodiversity enhancement and landscaping improvements in terms of a grant fund or potentially

00:11:00:29 - 00:11:04:02

funding for officers to maintain any additional

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on top of. So this just wanted to mention that. And we also understand that the outline biosecurity management plan has been submitted, submitted at deadline six. Um, and this kind of gives us certainty with regards to invasive species. Um, so that's, that's all the comments I have in terms of notes from our ecologist. Thank you.

00:11:34:01 - 00:11:44:04

Thank you. Will open it back up to the applicant team just to give them a right of response if they do have one. If not, then I'll I'll post further questions to see WCC.

00:12:00:27 - 00:12:22:14

But David chatted on behalf of the applicant. Just wanted to clarify that the lowland mixed deciduous woodland offsets are not going to be delivered by directly, so they'll be delivering the hedgerow ponds, the lowland woodland. We're looking at a third party and currently in discussions with them, just to clarify that point.

00:12:24:13 - 00:12:30:27

But understood mentioned it was the council's ownership. What you're saying it's not understood? Yeah.

00:12:39:18 - 00:12:47:16

And in relation to the strategy that we're discussing. To see WCC have any comments on that.

00:12:48:24 - 00:13:04:07

It's that Lori Hughes US and Chester Council nothing really to add to the applicant's update, just that we're at an advanced stage now detailing all the habitat conditions. And they're almost all secured now and the legal agreement is with ourselves to review that at this moment in time.

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Mr. Butler has a question. It's not really a question. It's more just a point in terms of legal agreements that you're completing between.

00:13:15:11 - 00:13:24:11

Yourselves and the applicant. I'm assuming they're being completed under section one one, one of the Local Government Act. And also

00:13:25:27 - 00:13:53:25

there's no as far as I'm aware, there's no requirement for you to something that to us that's an agreement between the parties. But what would need is confirmation from the parties that they're satisfied as to the content of that agreement and that they are withdrawing any concerns with regard to the elements of that agreement that are then subject to the 106 agreement. And that would need to be entered into the examination prior to its close. Should you fail to do that, we would not be able to take that into account.

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So

00:13:56:06 - 00:14:11:22

Michelle behalf of Cheshire West and Chester Council. So that's all understood Agreed. Regarding the Section 111 agreements, it's a contractual agreement between the parties, all noted and understood, and we'll update you before close of the inquiry examination. Thank you.

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All those points. Understood. And I was going to mention the section 111 trigger, but later on but now that that's been picked up, I've got

00:14:25:22 - 00:14:37:22

just a few things to say about the agreement with Cheshire in terms of provision for priority sites are being looked at or worked on.

00:14:39:16 - 00:14:44:08

Native species which hedgerow with trees, lowland mixed

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deciduous woodland ponds and coastal floodplain grazing marsh. And just to double check, I know you said you're content with it. There's nothing else you want to be considered. And the net gain assessment is that.

00:15:06:00 - 00:15:12:27

Laura Hughes and Chester Council know that they're the four habitat types that we are in discussions with, and that's all fine. Okay.

00:15:12:29 - 00:15:14:02

Thanks. Thank you.

00:15:17:26 - 00:15:21:11

And. Turning back to the applicant now.

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Because expect any changes to the matrix tables and forming the calculations to its values. There is things being worked on presently, so would imagine that would be the case. But.

00:15:37:15 - 00:15:52:07

But they've chatted on behalf of the applicant. So our proposal is to submit a revised metric calculation and final assessment report. As previously discussed during the previous hearing and in written representations.

00:15:56:09 - 00:16:24:03

Okay. And in relation to the copy of any completed legal agreement, if that is anticipated, um, would the applicant be seeking to submit a copy? As Mr. Butler's already alluded to, or is the applicant

content for it to just give confirmation with the parties that such agreement has been obtained for the benefit of the examination record?

00:16:26:12 - 00:16:31:23

I'm looking for the applicant. We would not be proposing to submit them. We haven't agreed to do so with the councils.

00:16:32:15 - 00:16:38:15

Yeah, understood. That's what we. We thought would be the case. But it's good that you've given clarity on that.

00:16:52:17 - 00:16:57:12

He asked. Just to be clear on that point, it's worth me just mentioning.

00:17:00:27 - 00:17:15:24

In the absence of a contractual agreement being submitted, all parties would need to confirm it's been agreed outside of the examination. So, you know, without labouring the point that that is quite, quite vital.

00:17:18:23 - 00:17:30:02

I need to ask about any consideration of modifications to the outline and landscape and ecological management plan or requirement 12

00:17:31:21 - 00:17:43:08

and the Register of Environmental actions and commitments for the requirements. Need to ask both of the councils. Are they content? With the present wording

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turning to Flintshire County Council, first of all.

00:17:52:08 - 00:17:52:29

And a parish church.

00:17:53:01 - 00:18:23:22

County council. Yeah, we we are content with the changes to the landscape and ecological management plan with regards to the registered, the sorry registered environmental and actions and commitments. Um, the elements with regards to the biosecurity risk assessments that mentioned previously, we're aware that that's been submitted and reiterates that that protect the invasive species will be managed adequately.

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That's all I've got to say. Thank you.

00:18:26:16 - 00:18:27:09

Okay. Thank you.

00:18:27:11 - 00:18:28:18

And Cheshire.

00:18:29:24 - 00:18:38:16

Michelle Spark on behalf of Cheshire West and Chester Council. So similarly, we have no comments to make. We're content with both documents, sir. Thank you.

00:18:39:07 - 00:18:39:29

Okay. Thank you.

00:18:45:11 - 00:19:07:19

Got a few more technical questions about about this topic, and it may resurrect some information that you've already given in terms of the applicant's information. But just as a matter of clarity, it is referred to in the documents and the reac

00:19:09:15 - 00:19:22:28

and the commitments perhaps in the outline landscape environmental management plan. It refers to intentions for 3 to 1 replacement ratios of woodland.

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Just need to clarify just with absolute certainty. Is it three trees for every tree to be lost? Could the applicant clarify that? Is that the intention?

00:19:37:05 - 00:19:37:26

Yes, that's correct.

00:19:42:13 - 00:20:14:07

And are you satisfied with the wording that you've given in the documents that that that's clear? It is a clear commitment. The reason I think it's it was raised early on in the examination about it could be potentially interpreted to refer to an area as opposed to directory replacement but don't have the documents in front of me to refer to but mentioned it is a note of caution more so than there.

00:20:15:24 - 00:20:23:09

And David Justice on behalf of the applicant, we currently think it's clear, but we'll have to stay that way and look at it further and come back to you. Yes. Yeah.

00:20:30:26 - 00:20:44:22

Okay. And the again, to the applicant team, the expected management timescales be referred to both in the outline landscape environmental management plan and Reac.

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It was mentioned earlier that.

00:20:53:02 - 00:21:03:13

The management time scales should have parity. And this was quite early in the examination and the figure of 30 years is being mentioned. You have mentioned it already.

00:21:06:10 - 00:21:16:21

But in light of what any unsigned contractual agreement is, the applicant's intention to still stick to the 30 years management timescales?

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And if not, what would be the reason for any variance? Yeah. David Justice on behalf of the applicant. Just to be clear, the 30 year management is associated with the biodiversity offset site and habitats only. That does not apply to the mitigation areas that or any mitigation habitats that will be realized within the order limits.

00:21:44:01 - 00:21:54:24

So what? Sorry, What? I'm asking and acknowledge your responses. Is this going to have any overlap with the section 111 agreement?

00:21:56:25 - 00:22:08:25

Well, you know, of course, to David Chaston on behalf of the applicant. No, they're separate documents. So the bag is only captured by the section. One moment. Understood.

00:22:17:00 - 00:22:31:12

And again to the applicants team. There was an early request for the management of its soil, but also an associated seed bank relevant to establish ancient roads

00:22:33:01 - 00:22:43:24

and don't have the document or the latest version of the URL in front of me. But. As you see bank aspect being included.

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It was quite an early request. I think it came in about deadline 1 or 2.

00:23:09:12 - 00:23:13:01

Follow me. I'm sorry. Sorry. We're gonna have to respond to you in writing. We're going to have to check.

00:23:14:01 - 00:23:15:14

Understood. No problem with that.

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

And one final question about the mitigation. Planting beyond any handover period. What's. What is the applicant proposing for any.

00:23:39:19 - 00:23:53:24

Incentive to maintain the mitigation planting in the in the section 111. But if any mean it might not be something you could answer if not, and then tell me that. But.

00:23:56:20 - 00:24:07:21

But primarily for the applicant. The Section 101 does not touch on the mitigation planting at all. So there would be nothing in the 101 that went to the condition of the mitigation planting. It's purely the being understood.

00:24:23:05 - 00:24:26:14

Okay. A couple of minor questions now on the

00:24:29:09 - 00:24:41:23

some of the enhancements proposed at the east central, Jane Finch. It's got a tributary back, Brook Friars Park Ditch and the al-Thani Brook.

00:24:45:16 - 00:24:48:29

There was a specific request as well for engagement with

00:24:52:10 - 00:24:59:04

the FA to discuss further schemes. I think that was Parkgate Road, Hermitage Road,

00:25:00:23 - 00:25:16:08



which may benefit from wider watercourse enhancement and attenuation. Again, the applicant has made certain responses on this but need to just ask the council is what it's going to.

00:25:18:07 - 00:25:22:11

As what current status of the discussions.

00:25:25:11 - 00:25:26:11

All presently.

00:25:30:27 - 00:25:34:14

I'm introducing Liam Reeves from Cheshire West and Chester Council.

00:25:37:00 - 00:25:51:08

Good morning, sir. Yeah. Liam Reeves, Cheshire West, Local Authority. We had a useful meeting with the drainage engineers from the applicant and discuss some of our concerns regarding sort of vegetation removal around Finch's quarter.

00:25:52:17 - 00:26:12:03

And they provided an adequate response in terms of the the time of year when they be doing the works. Um, measures to ensure that the vegetation enhancement scheme won't impact the localised flood risk at that location. Um, I think we, we left it on the, the

00:26:13:23 - 00:26:35:22

left that we could potentially go forwards in the future and discuss potential attenuation schemes in the future. However, that would be through um, as that sort of detailed plans sort of progressed throughout the scheme. Um, but at this moment in time we'd have no objections to the, the, the vegetation enhancement schemes that the applicant is proposing.

00:26:38:02 - 00:26:39:00

Understood. Thank you.

00:26:45:14 - 00:26:55:19

And does anybody else wish to raise anything in relation to the riparian. Environment or by biodiversity interests before move on?

00:26:58:04 - 00:26:58:19

No.

00:27:09:24 - 00:27:42:03

Okay mean that more or less permit finishes what wanted to ask about the biodiversity interests but there was an early question or concern posed by the Environment Agency and I'm going to ask the applicant just to clarify a matter and it relates to the degree to which excavation dewatering could interact with landfill sites, namely a scrapyard and service station and the vicinity of the route, the pipeline route.

00:27:44:04 - 00:27:46:18

The need to clarify just one final time

00:27:48:13 - 00:28:09:22

in the applicants view. Are those aspects going to be able to be successfully tackled in the protections it anticipates? Appreciate This might not have been on the agenda and if you want to give a written response, that would be fine. But I'd like to ask the applicants team for some information on that.

00:28:22:06 - 00:28:43:25

Luckily for the applicant, we did do an assessment and we thought we had responded to that in writing. We are happy to take it away and do so again. Any dewatering would be managed by the water management plan to ensure that any risks are not created. But we will and we will take that away and come back to you. We thought we had answered that question. Apologize.

00:28:45:13 - 00:29:19:20

Yes, I do appreciate think you did respond to it. And although it wasn't clear whether or not the Environment Agency themselves are satisfied with the issue, But yes, I think that's been noted. So that concludes my questions for biodiversity interests. I do have a few questions on the economic case being made, and I don't want to alarm the applicants too much if they're quite it should be quite straightforward questions.

00:29:19:22 - 00:29:20:26

Questions really.

00:29:22:21 - 00:29:35:12

The examiners authority is aware of application document 1046 which is the potential economic impacts of the project. Think it's by Minion Consulting.

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It would be useful for the applicants teams to have sight of that if they're able to. But whilst to do that, it refers to some of the economic figures and the job creation.

00:29:55:06 - 00:30:05:06

The scheme as a whole is going to identify. So things like 144 plus thousand jobs and.

00:30:09:28 - 00:30:19:06

And it also touches on the gross added value gains. And I've just a small query in relation to the

00:30:20:24 - 00:30:22:12

sum of the summary figures.

00:30:24:00 - 00:30:31:17

And the summary on page 15. It gives a couple of figures of think it's 954 million.

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GVA to to the northwest area. And in page two think it refers to a figure of 811 million.

00:30:49:24 - 00:31:20:27

And there's some appears to me to be some variance with the the figures on page 15 and page two of the document. So it's just a small question, my side as to whether or not the figures for annual GVA are accurate and if there is a variance, what is the reason for the variance? Because it didn't appear to be clear when I first looked at the document. So I'd like to pose that to the applicant team and if they want to come back in writing that, that that would be equally fine.

00:31:28:05 - 00:31:34:25

Paul Getty for that. The authors of this paper are not here with us today. We can't answer your question immediately. We will come back to you, sir.

00:31:36:04 - 00:31:36:20

Understood.

00:31:43:08 - 00:32:15:06

And although the authors aren't here and just like to ask whether or not the overall analysis and the estimates presented in the economic case have been subject to any audit by the applicant. In terms of the figures, the, you know, the reliance on the on the data within it, or is it just independently done elsewhere and accepted? Is there some kind of.

00:32:16:22 - 00:32:24:28

And audit and clarification process where the figures are taken to be robust.

00:32:48:14 - 00:33:07:06

On the applicant. The applicant does consider these figures are robust. We do stand behind them. There isn't a formal process that they've gone through that we would describe as an audit, but they were produced for the applicant and then reviewed by the applicant and the applicant has put them before you and government so is happy to stand behind them.

00:33:09:21 - 00:33:10:12

Understood. Thank you.

00:33:10:14 - 00:33:12:02

That clarifies and.

00:33:16:01 - 00:33:29:07

That completes all my questions in relation to what I wanted to ask in relation to biodiversity and that those additional points that just cropped up, it was more a variation on the figure works side of things on page two and page 15.

00:33:31:13 - 00:33:35:02

So that completes everything my sides. Um.

00:33:36:18 - 00:33:47:02

I'm not sure if Mr. Bolton wants to go straight into discussion, but will hand over to Mr. Butler just to confirm that.

00:33:49:05 - 00:33:56:23

Bearing in mind we've. We've only just come back from a break sort of 35 minutes ago. I'd like to continue. So

00:33:58:13 - 00:34:07:10

we're moving on to agenda item five, which is articles and schedules in the develop consent order. Um. And.

00:34:10:27 - 00:34:40:16

What I'd like to start with can ask the applicant to provide us with a brief overview of how the change requests have resulted in alterations to the draft consent order and to provide us with an understanding of the powers sought and the context for the discussion today. Um, so it can be very light touch, not expecting you to do too much in depth detail and get to to technically involved in it, but if you could give us a brief overview of how the change requests have altered it, I'd be grateful.

00:34:43:28 - 00:34:58:22

Permit for the applicant. So change request one resulted in no changes to the articles of the DCO. A The work descriptions were amended and a new section of access was added into work. Number three

00:35:00:17 - 00:35:34:20

Work number 16 was divided into 16 and 16 to better reflect the different uses of each section of that work and new work. Number 45 was created, which was the formation of a permanent access to the North apology in the public highway, and that was the changes made to the work descriptions. The change request to. The biggest part of that was the addition of the old timey Brook Pike Bridge option that did include an the meant to the articles as a new article allowing permanent stopping off of a section of the public right of way needed to be added.

00:35:36:25 - 00:35:42:20

It also added a bespoke limit of deviation for the pipe bridge within the limits of deviation article.

00:35:44:05 - 00:35:56:21

And some new definitions required to be added. A new work number 43 being the bridge itself was added and a new genetic work for use of green pads had to be added.

00:35:58:07 - 00:36:03:17

The second part that changed request was some are meant to the access at the two sister site on

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Chester Road that didn't result in any changes to the Or itself.

00:36:12:27 - 00:36:22:09

The only change to the schedules is the creation of a new Part two and Schedule six, which now had to add a section listing the single external pro to be permanently stopped up.

00:36:25:13 - 00:37:01:14

Change requests. Three again resulted in no immense to the articles of the. It did result in some changes to the work descriptions, including a subdivision of the access at work number three at Serc to reflect the change in the salt and the change from permanent to temporary of a piece of the access route. There was the deletion of work number 41, which was the proposed construction compound at Shorten Lane, and that had a consequential impact on the wording of work 41 B and Work 41 was also deleted.

00:37:01:16 - 00:37:13:13

In a consequence, the only change to the schedules was the addition of the new plot 1-06, which was added to the temporary possession schedule following the change of insert.

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The only thing I noticed is there have been a number of changes, particularly to the requirements. They have not generally arisen as a lot of the change requests other than the addition of the crossing details and the detailed design requirement.

00:37:35:05 - 00:37:38:05

Okay. Understood. Thank you. Um, I

00:37:40:06 - 00:38:32:09

think that just helps people sort of to focus on the alterations that happened since the second issue specific hearing, which was an all day hearing into the draft consent order. Um. The examining authority has already asked a significant number of questions. And in the second issue, specific hearing and in its written questions in relation to the draft said order and to thank all of those that took part in those hearings and responding to those written questions. As a result of those hearings and written questions, I've got very few questions to ask with regard to the articles and schedules specifically, because a lot of the networks, what you've done well in advance of this meeting today, and we're already at advanced stage with regard to the draft this year.

00:38:32:28 - 00:39:06:09

However, because of the change requests and because of the requirements within the compulsory acquisition regulations, I have to go through the process again. So apologies for this. It's a bit dry, but what I'm going to do is I'm going to go through each article and schedule again. I'm going to mention whether I've got any questions or not, and then I'm going to open it up to other parties to comment. It may be quick, it might be slow, don't know.

00:39:06:15 - 00:39:25:29

But we're going to process through that. But keep an eye on the time and if it is extended, we'll take a break mid-point through it. If it if it isn't, we'll try and get through it and then go on to schedule two, which is our agenda item six. But we'll we'll just see how we go

00:39:27:21 - 00:39:59:13

before we get into articles and schedules, can query a couple of aspects of the content section. Um. These are just picky points, I think. But I'm sure you already picked up on many of these in relation to the context section where it gets to page 81. There's a missing reference to schedule four, which you may have picked up or might not, I'm not sure, but you need to have a look at that. And that's that's in the current version of the document, which is our references.

00:39:59:15 - 00:40:04:11

See our 3-008, which is the one we're working to today.

00:40:06:02 - 00:40:06:17

Um,

00:40:08:11 - 00:40:28:02

so you need to have a look at that. Uh, what seems to be the case is the text seems to have gone wrong slightly at that point. And there's, there's clearly a cut and paste issue from another part of the document. Um, because it makes an erroneous reference to Article 16 at that point.

00:40:31:22 - 00:40:34:24

So So think what you've done if you've lifted the text from.

00:40:36:25 - 00:40:38:28

The actual schedule and just it in.

00:40:40:04 - 00:40:48:01

Part because I suspect what happened is the wrong level has been applied in the schedule and the automatic cross-referencing has picked up. It's an easy fix. I apologize for that.

00:40:48:03 - 00:40:52:08

It's all right. Just just be aware of it. Um.

00:40:53:27 - 00:41:02:00

So. So the text needs to be lined up and altered. Additionally, in terms of the second full paragraph, um.

00:41:04:00 - 00:41:09:21

Under the context section which starts the applicant was examined by a panel of two members.

00:41:11:13 - 00:41:44:12

You subsequently refer to the panel in subsequent parts of that that section. Um, but you haven't defined what the panel is other than saying this section. So should you be putting the panel in brackets afterwards? I'll leave you to decide or not, as the case may be. It's entirely up to you. The only reason I mention it is in other DCS. They. They. They define the panel after that section. Um. The second full paragraph which starts the secretary of state has considered has an erroneous bracket square brackets within the middle of it.

00:41:45:15 - 00:41:46:24

That's in the first line.

00:41:49:02 - 00:41:57:15

However, what I think is more important is that think erroneously references section 104 of the act. Where.

00:41:59:27 - 00:42:16:02

It should be 105. As far as I'm aware. And indeed, in your planning statement at paragraph one, .2.2, you state that the application causes the application to be full force to be determined under section 105. So you need to pick that up.

00:42:17:18 - 00:42:26:06

The final part of the section refers to exercise the powers conferred by and the various sections of the Planning Act 2008

00:42:28:10 - 00:42:33:09

and lists Section 131. Get one copy.

00:42:40:21 - 00:42:56:12

Sorry, Section 132. Um, and this is something I'll come back to you later, but think, think it should be 131. But we'll discuss that later on in the, the, the, the discussion today if that's okay. But just want to flag that up to you as well.

00:42:58:12 - 00:42:58:27

Um.

00:43:07:12 - 00:43:10:10

And then my final point was I was going to ask you for

00:43:12:03 - 00:43:23:00

options for the two different documents that we've already discussed with regard to the embedded case, pipeline bridge or the.

00:43:24:15 - 00:43:41:26

The trenched crossing of the Tammy. But as we've discussed it, I'm not going to labor the point again. So I'm going to move on to articles unless anybody has anything to comment or say with regard to what I've just mentioned. So anybody in the room. And anybody online.

00:43:43:13 - 00:43:47:29

No indications are going to move on Article one. Um.

00:43:51:20 - 00:43:59:18

Which is citation and commencement, have no comments. Does anybody else in the room have any comments or anybody in line have any comments with regard to Article one?

00:44:01:18 - 00:44:06:15

You know, I'm going to move on interpretations, which is Article two. Um.

00:44:08:14 - 00:44:27:03

This is just a mute point. Various acts you list throughout the interpretation section and put a citation at the bottom in the footnote. When you've got to the definition of the 2008 act, should it have a footnote specifying 2008 29 at the bottom of the page? It's just a query. It's not a big point.

00:44:29:07 - 00:44:32:00

Because that was done on its first mentioned earlier on in the document.

00:44:32:05 - 00:44:44:02

Okay. All right. That's fine. And then the same sort of reference, there's several references throughout which some have footnote references and some don't. And one example is under

00:44:46:24 - 00:45:09:09

the Banking and Finance Deals Dealings Act 1971, again, there's there's no footnote. And again, it's just if you could just double check through the through the document to see if there's footnotes for acts that that should be there that aren't there. Um, you know, I'm not saying it's right or wrong. I'm just in some instances you have done it. In some instances you haven't.

00:45:10:28 - 00:45:20:15

Apologies, sir. Are you in the definition of business day there? Yeah, I think that might be because it was footnoted under the definition of bank holiday. And you only do it on its first occurrence.

00:45:20:17 - 00:45:21:21

Fine. Okay.

00:45:26:16 - 00:45:30:22

I hadn't picked up on that actually, so I didn't realize it was the second reference.

00:45:32:18 - 00:45:33:03

Um,

00:45:34:06 - 00:45:43:03

the definition of. About grand installation. Use an abbreviation in there. Which which is the

00:45:44:19 - 00:46:03:23

peak, the inspection device that you use. You define it later in the interpretation section. But should it be defined, use the full term reference here before you define it later. That's that's the question. Don't know the answer to that, but I'm just querying whether or not that's what you should do.

00:46:06:09 - 00:46:11:01

You would need to check the style guide. Will check the style guide required.

00:46:11:05 - 00:46:18:00

I don't mind what it is. It's just, you know, it's defined later in the document. Just wondering what point you should be defining it.

00:46:19:19 - 00:46:25:20

Um, I have no further questions on interpretation. Does anybody else have any questions on interpretations?

00:46:27:17 - 00:46:33:02

So no indication online either. I'm going to go on to Article three. Um.

00:46:41:22 - 00:47:03:07

Yeah. So Article three Development Consent. ET cetera. Granted by the order. The title, um, the definition of authorized development includes parts one two of schedule one. So is there a need to specify, um, section B within that that article consent for ancillary works.

00:47:34:04 - 00:47:35:10

A gift that can.

00:47:37:07 - 00:47:43:08

I will review that. I suspect that there used to be an ancillary workload on schedule, one that has fallen away. So I will review that one way or the other.

00:47:43:26 - 00:47:58:17

That's that's fine. I'm not going to mark that as an action point, but if you could, I'd be grateful. Um, and again, don't know what the right protocol is or the wrong protocol in that sense, but it's just, you know, it just seems slightly odd.

00:48:03:10 - 00:48:09:04

Does anybody else have any questions under Article three, which definition of consent, etcetera are granted by the order?

00:48:11:14 - 00:48:15:14

No indication in the room. No indication online

00:48:18:04 - 00:48:25:26

for operation and use of the authorized development. Have no questions. Does anyone else in the room or online have any questions?

00:48:29:13 - 00:48:36:04

No indication we can move on to Article five, which is power to maintain the authorized development.

00:48:45:14 - 00:48:51:21

So Article five to be refers to schedule two authorized development.

00:48:53:13 - 00:49:02:06

But should it not read Article two Part one Authorized development as you have a part two in schedule two as well, which is the ancillary works.

00:49:12:17 - 00:49:20:06

Oh, I'm sorry, sir. I'm confused. Active five two be referencing schedule one authorized development.

00:49:20:08 - 00:49:27:27

Yep. So. So within schedule one you have two parts. So should you be saying part one authorized development?

00:49:31:25 - 00:49:35:12

Because you have a part to as well. It's just for clarification.



00:49:35:14 - 00:49:38:18

So sorry, sir. Yes. Get your point. And

00:49:41:09 - 00:49:43:15

yes, I will review that one as well.

00:49:43:22 - 00:49:48:28

Okay. Thank you again. No action point there. So, um.

00:49:51:20 - 00:50:03:17

Does anybody else have anything in relation to Article five, which is powers to maintain the authorised development? Nobody in the rooms indicating nobody online is indicating

00:50:05:04 - 00:50:09:17

Article six. Moving on to Article six. Limits of Deviation.

00:50:20:06 - 00:50:35:26

So maximum limits of vertical deviation are being applied to works number 43, which from my recollection is the old timey brook. Um, in case Pipeline bridge. Um.

00:50:37:26 - 00:50:42:02

And that's being displayed by by virtue of Article 62.

00:50:43:24 - 00:50:53:26

My question is why? Why aren't the limits of vertical deviation relevant to the bridge? And probably know the answer to this, but I'd like to hear it.

00:50:58:08 - 00:51:05:27

If you leave out the. Vertical deviations. Doesn't that leave it to open ended for you to.

00:51:07:14 - 00:51:21:01

So. So there's no control over it. Do you see what I mean? Um, and if so, should Article six to be specified? You know, as it should it be included

00:51:22:20 - 00:51:24:03

as the limits of deviation.

00:51:25:25 - 00:51:26:10

Yeah.

00:51:26:20 - 00:51:27:05

So

00:51:28:19 - 00:52:01:10

for the applicant, so the vertical limit of deviation which applied to the pipeline works in the article, talks about the surface of the ground so would not apply to the bridge. Right. There is a design, a detailed design requirement added into requirement for for the detailed design of this bridge, which includes a minimum level above a flood consequences assessment level with a climate change in that and some additional clearance that would dry the lowest point the bridge could be. Right. And so we could trying to apply a limit of deviation to that.

00:52:01:12 - 00:52:28:02

Now, before we know what that number comes out as in the flood consequences assessment, it would be challenging. We also can't apply. It will be we can't tell you precisely what depth that will be within the bridge because that depends on what the final design of the bridge looks like, how big it is, how long it is, and how deep it is under its concrete slab. So, for example, I can tell you it will be 1.2m below that concrete slab. It might not be because the other protective measures do the same job in that location. They are not flowing over the top.

00:52:28:14 - 00:52:30:10

Right. Okay. Yeah.

00:52:31:25 - 00:52:41:23

They they wouldn't be able to do it in that location anyway. That was clear from the accompanied site inspection. So in terms of the use of that particular point of the land.

00:52:43:11 - 00:53:03:29

Okay. Thank you. I have no other questions with regard to Article six, which is limited deviation. Does anybody else want to ask anything either in the room on this article or online? No signs at all. I'm going to move on Article seven, which is benefits the order. Have no questions. Does anybody else have any questions?

00:53:06:00 - 00:53:12:09

No indication. Article eight, which is application and modification of legislative provisions.

00:53:14:16 - 00:53:25:07

The only question I have here is that relevant IPS such as the Canal and River Trust, the Environment Agency, Natural Resources Wales. Um.

00:53:27:26 - 00:53:41:12

All they mean? No, we discussed this at length, but are you still satisfied with regard to this? The article, the aspects that are being displayed by this article? Do you have comments on them still?

00:53:43:22 - 00:53:53:03

He said that Open question. No, but I would like to know your response if you're still got any concerns regard to to the elements that are being displayed by this article.

00:53:54:03 - 00:54:21:16

Michelle Spark for Cheshire West and Chester Council. So just by way of an update, we have provided draft protective provisions in respect of drainage and Section 23 of the Land Drainage Act consenting to the applicant. And that's for them to consider at the moment. So subject to that, we don't have any concerns if the protective provisions are inserted into the draft issue and otherwise, there's still discussions to be had, but hopefully we found a solution.

00:54:22:14 - 00:54:27:22

Okay, fine. And in terms of the protective provisions, that's included within schedule ten, yes.

00:54:28:15 - 00:54:32:00

It will be included as as industrial powers scheduled. Yes.

00:54:32:11 - 00:54:36:01

Okay. Flintshire, do you have anything you want to say?

00:54:37:14 - 00:54:53:27

Flintshire County Council in a similar position to Cheshire West and Chester, in that we're also negotiating protective provisions in relation to Highway Works Part seven and also and we'd like to take advantage of protective provisions in relation to ordinary watercourses.

00:54:55:22 - 00:54:57:10

In the same way the Cheshire West.

00:54:58:04 - 00:55:06:22

Okay. So do you actually have something in train already with regard to the ordinary watercourses or is that something that you're adding because of what you just heard from CWC?

00:55:06:24 - 00:55:07:21

No, we understand.

00:55:07:23 - 00:55:12:04

That there are protective provisions have been suggested and we're awaiting a copy of that. Right.

00:55:12:06 - 00:55:18:07

Okay. That's fine. Just wanted to understand that that was all. So highways works and drainage surface water drainage.

00:55:29:04 - 00:55:35:21

And there's no other points either. Authorities want to make with regard to this particular.

00:55:38:13 - 00:55:40:19

Article? No. Oh,

00:55:42:08 - 00:55:43:17

Flintshire. Thank you.

00:55:43:24 - 00:55:51:25

Susan. Coordinate. Flintshire County Council. Looking at protective provisions in relation to ordinary watercourses as well as surface water. Just to clarify.

00:55:58:23 - 00:56:07:25

Thank you for that. Does anybody else have any comment that they want to make with regard to article, which is application modification of legislative provisions?

00:56:09:24 - 00:56:18:02

No indication in the room, no indication online are going to move on to Article nine, which is defensive proceedings in relation to statutory nuisance. Um.

00:56:24:15 - 00:56:40:24

I have no questions. Does anybody else have any questions that they would wish to ask with regard to this item or this article, I should say? Medication online now. Indication in the room either. Article ten, which is street works.

00:56:45:21 - 00:57:18:00

Yeah, this is this is just a technical point is it's the point about the description that's being used in Article 10.1, which refers to part one street, which subject to street works or street subject to street works. The rest of the document refers to part one streets subject to permanent street works. It's just a missing word. Um, but there's, there's an issue about just making sure it's consistent through the

document. Does anybody else have any comments that they want to make with regard to Street works? Article ten.

00:57:19:14 - 00:57:31:03

No, thank you. Article 11, which is powers to alter the layouts of streets, etcetera. I have no questions. But does anybody else have any questions on Article 11?

00:57:33:11 - 00:57:40:23

So nothing on the line either. I'm going to move on. Article 12 is application of the 1991 act. Um.

00:57:53:18 - 00:58:00:09

Right. Okay. This is, again, just just typos throughout the document and consistency. So, um.

00:58:06:17 - 00:58:43:03

So in the document it refers to Article 11. This is within Article 12, but it. Article 12 one refers to Article 11 powers to alter layouts of streets. But the the actual description of Article 11 is powers to alter layout etcetera of streets that just needs to be picked up. Um, Article 12 one B refers to Article 13. Um, but it's missing the the s off of rights in the description, so it should be public rights of way.

00:58:44:02 - 00:58:44:20

Um.

00:58:46:24 - 00:58:49:08

And Article 12 one see?

00:58:50:26 - 00:58:59:11

Should it have a comma at the end and then the sentence immediately underneath? Should it be a lowercase W instead of a capital? So.

00:59:01:22 - 00:59:07:18

So. So currently it reads the article 15 temporary restrictions.

00:59:09:16 - 00:59:16:15

I can't quite see it from the scene with the camera on of that and then a lowercase whether. That's it. Thank you. My poor eyesight.

00:59:18:16 - 00:59:21:13

Yes. So that's. No, that's correct. In between the verses.

00:59:21:15 - 00:59:22:28

Yeah, I thought it was so.

00:59:25:11 - 00:59:40:21

Does anybody else have anything to add with regard to Article 12 application of the 1991 act? Nope. Nobody online either. Gonna move on to Article 13. Temporary restrictions of public rights of way.

00:59:50:07 - 01:00:00:28

Yeah. Article 13 one should the reference to Article six in line three be followed by reference to part one of that article? It's.

01:00:03:05 - 01:00:14:19

That's good for that post the introduction of. The permits topping up for the time. Yes, it would. So that will be one for your are different will give you two different versions of that.

01:00:15:07 - 01:00:17:01

Thank you so.

01:00:17:25 - 01:00:18:10

And.

01:00:25:23 - 01:00:30:17

Anybody else with regard to Article 13, which was temporary restrictions on public rights of way.

01:00:32:16 - 01:00:53:04

Nope, no indication. Moving on, Article 14 Stopping up to public rights of way. I've got no questions. Does anybody else in the room or online have any questions? No Article 15 Temporary Restrictions of Use of streets. Have no questions. Does anybody else in the room have any questions? No indication I'm going to move on.

01:00:56:07 - 01:00:59:00

Article 16 Access to works.

01:01:00:17 - 01:01:33:24

This is just a typographical thing again. Um. Think Article 16 two is missing a full stop. I'll leave you to look at that. Don't need you to comment or respond at this point. Article 16 three. Again, that's not referred to as schedule one, Part one authorized development. Again, I'm just going to leave you to look at that as opposed to comment. I'm not going to mark these down as action points. It's just you're aware of it. Um, anybody else with regard to Article 16?

01:01:35:19 - 01:01:47:26

No indication. Article 17, which is agreement with street authorities, have no questions. Does anybody else have any other questions? Nobody in the room, nobody online is indicating I'm going to move on

01:01:50:08 - 01:02:06:14

Article 18, which is use of private roads, Article 19, which traffic regulations, Article 20. Um, so I'll come back to Article 20. But yeah, Article 18, Article 19. Have no questions on either of those articles. Is anybody else have any questions?

01:02:08:00 - 01:02:23:00

No questions in the room. No questions online. Article 20. Um should Natural Resources Wales, who are referred to in this article in an abbreviated version, have a definition in the interpretation section?

01:02:30:22 - 01:02:37:27

I'll leave it with you. It's just a question really, with regard to to whether they should be defined or not. Um.

01:02:43:28 - 01:02:47:16

I'll apologize that I'll review it. I'm struggling to see the abbreviation.

01:02:47:24 - 01:02:51:03

Yeah. No, it's that long article, isn't it? But I've picked up in it.

01:02:51:19 - 01:02:52:11

It's in.

01:02:54:04 - 01:03:15:20

Oh, it's not the abbreviation. Actually, in this particular article there are some articles after this where they're the relevant IPS are abbreviated. But, um, it's just whether or not you should, whether you want to abbreviate it and add it into the interpretation section or not, whether it makes your life easier at later on. Throughout the document, I.

01:03:15:22 - 01:03:18:15

Will do a consistency check for all of those abbreviations.

01:03:19:19 - 01:03:20:04

Um.

01:03:24:24 - 01:03:29:05

Does anybody else have anything that they want to mention with regard to Article 20?

01:03:30:26 - 01:03:35:20

There's nobody in the room. Nobody online. No. Okay.

01:03:38:00 - 01:03:48:04

Article 21 Which maintenance of drainage works? Have no questions that haven't previously been answered. So does anybody else in the room have any questions on Article 21?

01:03:49:21 - 01:04:00:16

Nobody in the room, nobody on line is indicating. In that case, I'm going to go on to Article 22, which is authority to survey land and survey and investigate land.

01:04:02:06 - 01:04:09:22

This is just a typographical thing again, but there's there's a half of a square, a closing bracket in the middle of the article somewhere.

01:04:11:08 - 01:04:12:15

It's in the first line.

01:04:16:13 - 01:04:19:04

But Article 22 two.

01:04:22:09 - 01:04:29:11

Some of the sub subparagraph one. A there's a there's a closing square bracket, but there's, there's no reason for it to be there.

01:04:31:24 - 01:04:32:09

It's.

01:04:37:05 - 01:04:43:27

That can use that. That used to be a reference to paragraph one. So will check that that one see is not somehow got lost.

01:04:44:07 - 01:04:47:09

Right. Okay. I'll leave it with you. Um,

01:04:48:24 - 01:05:00:18

I just thought it was a left over thing where some text has been taken out, but maybe. Maybe, as you say, maybe you've altered something and it's taken something else out.

01:05:02:04 - 01:05:12:02

I have no questions with regard to other questions regarding Article 22, which is authority survey, investigate line. Does anybody else want to say anything with regard to that?

01:05:13:25 - 01:05:48:20

There's no indication in the room, no indication online. Article 23, which is protective works to buildings, Article 24, which is removal of human remains, Articles 25, which is compulsory acquisition of land. Article 26, which is time limits for exercising the authority to acquire land, compulsorily, compulsorily have no questions on any of those articles. Does anybody have anything they want to say with regard to articles 23, 24, 25 or 26? No, no responses in the room.

01:05:48:22 - 01:05:58:24

No indications on. Line. I'm going to move on to Article 27, which is compulsory acquisition of rights and restrictive covenants.

01:06:12:16 - 01:06:13:10

So I'm just double.

01:06:13:12 - 01:06:14:16

Checking what I'm asking you.

01:06:16:10 - 01:06:46:24

Again, some of these are just typos, so don't need a response to them and just ask you to look at them. But Article 27 two refers to Article eight, but it's missing a comma after the etcetera. Um, I'll leave you to have a look at it. Article 27 five refers to paragraph one, but it's missing a space between the word paragraph and the word and the brackets for the number one. Um.

01:06:51:03 - 01:07:01:26

Article 13 three refers to paragraph three eight of Schedule nine, but think there should be reference in article four and schedule nine.

01:07:06:27 - 01:07:09:09

Can I ask you just to double check that?

01:07:10:24 - 01:07:13:14

I don't know if you want to respond to that point now.

01:07:16:21 - 01:07:20:10

If I could just take that and update it in the draft if required. That'd be helpful, sir.

01:07:20:12 - 01:07:21:13

Yeah. Okay.

01:07:23:09 - 01:07:23:25

Um.

01:07:27:09 - 01:07:56:04

So articles 13 three are mentioned and 13 four are mentioned in this article 27 but within. Those sections, they interchangeably refer to imposition of restrictive covenants. And the imposition of new

restrictions, whereas I think you should just be imposition of restrictive covenants. And again, it's just a consistency thing.

01:07:58:15 - 01:08:09:00

I have no other questions with regard to Article 27, which is compulsory acquisition of rights and restrictive covenants. Does anybody in the room or online have anything that they wish to answer with regard to this article?

01:08:11:16 - 01:08:45:01

In no indication I'm going to move on. Article 28. Statutory Authority to override easements and Other Rights Articles 29, which is compulsory acquisition of land Minerals Articles 30 which private rights Articles 31 which is application of the 1981 Act. I have no questions on any of those articles. But do anybody does anybody in the room or online have anything to ask with regard to articles 28, 29, 30 or 31?

01:08:47:12 - 01:08:50:18

That indicate is in the room. No indications online.

01:08:53:06 - 01:08:57:23

So Article 32 which acquisition of subsoil and airspace.

01:08:59:19 - 01:09:30:24

This is a similar point to what was making earlier on with regard to Article 32 three. This again refers to paragraph three brackets eight of Schedule nine, but think it should be reference to articles four. Sorry, paragraph four eight. Um, can I leave that with you just to double check? I have no other questions with regard to articles 32 acquisition of subsoil and space. But only. But does anybody else want to ask anything with regard to this specific answer?

01:09:32:27 - 01:10:06:16

There's nothing in the room and nothing online can move on. Articles 33, which is modification of Part one of the 1965 act. Articles 34, which is rights under or over Overstreet articles 35, which is temporary use of land for the carrying out of the authorised development Articles 36 Temporary use of land for the maintenance of the authorized development or maintaining the authorized development Articles. 37 Statutory Undertakers and articles.

01:10:10:09 - 01:10:21:19

38. Recovery of costs from new connections. Article 39. Application of landlord, Landlord and Tenant Law.

01:10:24:25 - 01:10:52:21

Sorry. Stopping at 38, in actual fact. So I've got no questions on any of those articles. Um, so that's 33, 34, 35, 36, 37 and 38. Does anybody else in the room have any questions to ask on any of those articles? No indications either in the room or online. So I'm going to go on to Article 39, which is application of landlord and tenant law.

01:10:54:19 - 01:11:04:12

This is just a typo again. Think article 39 one refers to article seven benefits of order but think there should be a the in. There

01:11:06:04 - 01:11:13:19

have no other questions with regard to article 39. Does anybody else want to mention anything or say anything? There are to Article 39.



01:11:15:21 - 01:11:27:04

After 40, then moving on felling and lopping of trees or removal of hedgerows. Article 41 Trees Subject to Tree Preservation Orders. Articles 42. Crown Rights.

01:11:29:22 - 01:12:00:03

I have no questions on any of those articles, but does anybody else in the room or online want to say anything with regard to any of those articles? You get no indication either in the room or online. I'm going to move on. Article 43 protective provisions, that's covered by schedule ten. And we're going to pick up on that point later in the schedule section, if that's okay. But have no questions. With regard to the article specifically, does anybody else have anything they want to say? God 43. No.

01:12:01:12 - 01:12:11:09

Article 44, which is operation of land for the purpose of the 1991 and three 1990 act have no questions. Does anybody else have any questions?

01:12:12:24 - 01:12:15:24

No indication in the room. No indication online. Move on.

01:12:17:18 - 01:12:18:03

Um,

01:12:19:10 - 01:12:54:03

Article 45, certification of plans, etcetera. This was a point made at the last hearing, but I don't think it's got picked up. The current many of them currently agreed. Um, when you're referencing them to your documents reference and then there's no full stop. 2.3. However, some read. And these are the last two in your list. .4.2.3, for example. And when you look at the documents, they're all referenced D .2.3.

01:12:54:23 - 01:13:28:09

So there's just a consistency issue there. Can you make sure that that's sorted? I have no other questions. Does anybody else have any questions? No. So I'm going to move on to Article 46, which is service of notice. I have no questions on that. I have no questions on Article 47, which is double recovery or no double recovery should say no questions on Article 48, which is requirements, appeals, etcetera. I have no questions on Article 49, which is arbitration.

01:13:28:11 - 01:13:44:24

But does anybody else have anything that they want to say with regard to articles 46, 47, 48 or 49? No indication in the room, No indication online. So that finishes articles and we're going to move quickly on to schedules.

01:13:46:27 - 01:14:17:15

On have no questions regarding this. To jump around a bit so apologize for whoever's using the the screen and it's just stick with me for a second. You don't need to move through these unless somebody wants to speak. So just stay where you are on that. But I have no questions on schedule. Three parts 1 or 2, which is street subject to street works, permanent or temporary? I have no questions on schedule four, which is new means of access, which is part one, two and three.

01:14:18:23 - 01:15:07:18

Got no questions on schedule five, which is streets to be temporary, stocked up or restricted. I've got no questions with regard to schedule six public rights of way to be temporary, restricted or stopped up. And I've got no questions regarding schedule nine, regarding modification of compensation or compulsory purchase enactments for creation of new rights, but no questions regard to schedule 11, which is removal of hedgerows, parts one and two. And I've got no questions with regard to schedule

12 arbitration rules, do any of the other interested parties either present today or online have any questions with regard to those articles? Sorry, schedules I've mentioned? Um, but nobody indicated in the room.

01:15:08:01 - 01:15:09:13

Fletcher Do you want to.

01:15:09:21 - 01:15:12:09

Sorry. Hannah Parish Council got lost a bit in.

01:15:12:16 - 01:15:24:20

Do you want me to go through it again? So. So it's schedules three, four, five, six, nine, 11 and 12. I have no questions on any of those schedules.

01:15:26:20 - 01:15:28:24

Sorry. Could you repeat those three for five?

01:15:28:26 - 01:15:33:11

Yeah, it's scheduled. Three straight, subject to street works, parts one and two.

01:15:37:06 - 01:15:42:23

Schedule fall. Which is new means of access, and that's parts one, two and three.

01:15:49:08 - 01:15:57:09

Sorry. I'm just waiting for you to give me a signal. Because you were writing schedule five, which streets to be temporarily stopped up or restricted?

01:15:58:29 - 01:16:03:23

Schedule six, which is public rights of way to be temporarily restricted or stocked up.

01:16:05:18 - 01:16:39:19

Should you? Nine which is modification of compensation or compulsory purchase enactments for creation of new rights. Schedule 11, which is removal of hedgerows. And that's part one, which is hedgerows generally in part two, which is important hedgerows. In schedule 12 reaches arbitration rules. So no questions on any of those. Does anybody else have any questions on any of those schedules? No, thank you. Um, anybody else in the room? Anybody else online? No indication or any of those.

01:17:07:02 - 01:17:45:27

I do need to ask some questions in schedule seven and schedule eight. And the land. Schedule seven is land of which only temporary position may be taken and schedule eight which relates to land in which only new rights etcetera may be acquired. However, these primarily rights of the compulsory acquisition and temporary possession of land and I'd like to cover them in tomorrow's hearing session if at all possible, as opposed to doing them here, because the questions primarily relates to the compulsory acquisition and temporary possession of land and what land should be included within these schedules or not as a result of that.

01:17:45:29 - 01:17:51:29

So unless there's any objection, I intend to defer those questions till tomorrow to the compulsory acquisition

01:17:53:18 - 01:17:56:15

element if that's possible. Please. Does anybody object to that?

01:17:58:09 - 01:17:58:24

No.

01:18:00:11 - 01:18:24:29

Okay. Nobody in the room has indicated that they've got any concerns about that. Nobody on lines indicating they've got any concerns about that. Does anybody else, though, have any questions with regard to schedule seven, which is land for only for which only temporary possession might be taken, or schedule eight land in which only new rights, etcetera may be acquired? Does anybody else have any questions they want to ask God to those two on those schedules?

01:18:26:24 - 01:18:34:16

Okay. Thank you. In that case, I'll pick those up tomorrow. And compulsory acquisition, which is a hearing tomorrow morning starting at 930.

01:18:36:13 - 01:18:56:05

Schedule one Part one Authorized development works number 43. Prefers to work within work number 43. But clearly it's it's the embedded, the concrete embedded pipeline bridge structure to carry out the pipeline across the brook.

01:18:58:01 - 01:19:31:16

That structure is formed by a concrete span and abutment. With the pipeline buried in a structure, that structure of the bridge under a removable concrete slab. My understanding is the pipeline breaches and above ground structure, it breaches the ground goes across the brook. Um, I don't think anybody is in disagreement with that yet. Work number 43 Construction of an underground CO2 pipeline is quite specific.

01:19:31:24 - 01:19:50:02

So so my question is, is does this cause an issue, um, with regard to your reliance on works? 43 to enable works? 43 Um, should, should the, should it be referenced as an underground CO2 pipeline at that point?

01:19:51:26 - 01:19:59:00

Former keeper that began this work. 43 doesn't need adjusted depending on the two versions we put before you will be amended.

01:19:59:06 - 01:20:06:28

Okay, fine. Thank you very much. Easy answer for a very convoluted question. Apologize for that. And.

01:20:16:05 - 01:20:27:27

And that's it for schedule one. Does anybody else have any questions with regard to schedule one, Part one, which is the authorized development or schedule one? Part two, which is the ancillary works?

01:20:31:29 - 01:21:03:09

No indication in the room. No indication online. In that case, I'm going to move on to schedule two requirements is being dealt with in agenda item six. So don't propose to deal with it at this point. And schedule ten is protective provisions and would ask. Sorry. Yeah, she does too. Does anybody object to what we're dealing with it as item six, schedule two. So we'll come to it at that point and we can ask any questions or ask whether people want to comment yet because it's pointless.

01:21:03:28 - 01:21:26:28

We'll come to that to gender. Item six. Schedule ten protective provisions, which is the only remaining one that we haven't mentioned so far unless I've missed one. I'm sure somebody would tell me if have, but I've been through and counted them twice, so don't think I have. Can the applicant provide an update with regard to where they have reached with regard to progress on protective provisions?

01:21:28:18 - 01:21:38:09

Whether you've reached any agreements, what agreements are outstanding, whether you're still working on new protective provisions, etc., and so on, that sort of stuff. Thank you.

01:21:40:25 - 01:21:43:06

For the applicant? Yes, sir.

01:21:46:20 - 01:21:53:12

Um. Airbus have confirmed that they do not want protective provisions at place. Orders will be deleted in the next draft.

01:21:55:05 - 01:22:20:17

But we have concluded protective provisions over the fertilizers. They are now agreed. My understanding is that confirmation of that was put in at deadline. So those agreements will be in the next draft. We've also agreed to provisions with Scottish power energy networks, and that should also have been confirmed at deadline six. And those agreed provisions will be in the next draft. The ones which remain in progress. Cadent Gas.

01:22:22:24 - 01:22:49:07

These are largely agreed. There are. 1 or 2 minor commercial points which are still with us, which we are working on. We are seeking to agree those. We don't consider that any of those issues are irresolvable canal and have been under negotiation. There are a couple of minor points around the timing of issues in that that we are seeking to resolve. Again, we do not consider any of those issues to be resolved. Irresolvable.

01:22:53:08 - 01:22:55:20

Apologies. I'm speaking quickly. I'm told us,

01:22:59:26 - 01:23:30:11

the local authorities, we are looking at two sets of protective provisions, each of which would cover both local authorities. So one for highways and one in their capacity is lead local flood authority. The highways ones, I think have been circulated. We've got some minor comments. I'm not aware of any resolvable issues. The local flood authority ones, we have had some drafting suggested by Chester, which we are currently looking at, and we will send that back out to both councils to consider whether it remains.

01:23:33:26 - 01:23:34:11

Um.

01:23:36:04 - 01:23:49:09

Provisions for insert negotiation is ongoing. We think we have resolved the the key issue with them around access. We just need to sort out the documentation of that. So again, we don't think anything are resolvable.

01:23:52:24 - 01:24:16:08

And the question has been going on going with the Environment Agency. They sent us some comments back the end of this week. That is still in discussion. We we think we think there is. We

think there is no irresolvable issue. But we need to have a discussion with them. And they're not here to say how they view that issue, but we don't think it's a resolvable one also still in progress.

01:24:18:20 - 01:24:25:06

It is similar to some of the other businesses. That is one commercial point outstanding which we are currently working on.

01:24:27:15 - 01:24:42:14

National Grid Gas and National Grid. Electrical transmission. Although they are separate. They are incredibly similar in content. They have the same commercial point generally around insurance is still under discussion for all the other points that are agreed.

01:24:45:10 - 01:25:16:27

Network Rail sought the network rail protector provisions would bind the applicant to enter into some other agreements, including a framework agreement to deal with the land access and what is known as an asset protection agreement. The protector provisions themselves are largely agreed, but we're just working through some points on those underlying agreements because before we can sign up to them we need to be happy with what they're binding us to enter. That work is ongoing and Network Rail has been very responsive on that and given us updated drafts. So we think that's making good progress.

01:25:18:29 - 01:25:19:19

Peel.

01:25:22:09 - 01:25:40:02

We again consider that the key points have been resolved. There are some minor outstanding points around the consultation process and timings. They also want to see the updated cumulative assessment before they all agree the final version of the paper. So that's in hand as well.

01:25:42:00 - 01:25:45:12

Again, we're not aware of any irresolvable issues remaining on those.

01:25:47:23 - 01:25:49:07

United Utilities.

01:25:50:26 - 01:25:54:24

Again, a minor commercial point only outstanding points are agreed.

01:25:56:21 - 01:25:58:06

Hey, you're cute.

01:26:01:02 - 01:26:16:03

There is a technical discussion ongoing regarding pipeline separation and what happens within the separation distance. We don't think it's a resolvable. We just need to agree the process of how that the separation distance will work. So that's ongoing.

01:26:18:18 - 01:26:20:18

Wales and West Utilities.

01:26:22:18 - 01:26:44:27

That's currently with us. There is a major commercial point around how Betterment is assessed that we're working on, but it is in progress and we do not consider that to be irresolvable. Welsh ministers, as the Strategic Highway Authority is currently with them for consideration. We have very closely followed the very recently agreed draft and we are not aware of any key issues of this agreement.

01:26:48:27 - 01:26:50:16

I'm not done washing water.

01:26:55:24 - 01:27:09:06

Welsh water. We are waiting on comments from them. They've seen the standard protective provisions and they want to come back with us on some comments on those. We don't know what those comments are, but they haven't flagged any issues of concern to us as yet.

01:27:13:24 - 01:27:22:01

Two sisters aside at Chester Road have now confirmed to us that they don't want protective provisions. They are happy to rely on the private agreements between us and.

01:27:25:11 - 01:27:25:29

And

01:27:27:15 - 01:27:54:18

we have sent them some draft protected provisions that we have not had any substantive response as yet. So those ones are all in progress. That leaves national highways. And we put in a detailed report to you at deadline 66035. We consider we reached an impasse with national highways. So you have currently competing versions of the potato provisions before you.

01:27:58:08 - 01:28:05:00

And you don't believe there's any likelihood of you reaching the. Agreement between the two parties.

01:28:06:09 - 01:28:07:17

Parliament Getty. For that we can

01:28:09:11 - 01:28:30:15

consider it very unlikely. And essentially we we don't consider that they are drafting is proportionate to what the works we are asking to have consented in this scheme, which do not include works to the operational carriageway. They have advised that they will not accept any amendments to their standard drafting. So it does feel rather like we are passing the feature.

01:28:32:25 - 01:28:49:16

Okay. So. So by the end of the examination you're expecting the your your version and their version to be into the examination and for the the effectively for the Secretary of State determines which one he would prefer. Is that correct?

01:28:51:15 - 01:29:00:03

Yes. So we included that, including we did a change of markup of their draft in our deadline six submissions. So we we are anticipating we will respond to that.

01:29:01:17 - 01:29:10:27

I think we'll be discussing this matter further tomorrow at the compulsory acquisition hearing. So I'm not going to pursue it further at this point. Did you mention Natural Resources Wales?

01:29:14:06 - 01:29:44:11

Prosecutor that we can know didn't, because the piece that we had originally drafted to protect access for Natural Resources Wales were they help provided the plans of the access that they are concerned about. We've sent them back some alternative wording, waiting on a response for that. If they actually want that as a or if they are happy to agree another format. So at the moment with the problem, we think the problem is easily resolvable is just the format of that resolution that's under discussions.

01:29:46:06 - 01:30:01:04

Okay. So in terms of those where you seem to be resolving outside of the requirements of the protective provision, so there's a private agreement between the parties such as two sisters food group, for example.

01:30:03:04 - 01:30:13:26

The exam authority will need confirmation from both parties that they are satisfied with the content of those agreements and with the. The.

01:30:15:22 - 01:30:51:23

The interested party, whoever that may be, also confirmed that they've withdrawn their objection or comment from the examination before the end of the examination, just to make that clear. In terms of protective provisions included within the final drafting of the development consent order. You should be submitting those, which I'm sure you have to anyway as far as you can by the close of the examination. So and include all those that are agreed. And it would be helpful if the the relevant parties are in agreement with those protective provisions.

01:30:51:25 - 01:31:06:24

Could just confirm that at the same time. That would be very helpful. Thank you. Thank you for going through that list of protective provisions. Does anybody else in the room have any comments to make with regard to protective provisions, which is schedule ten?

01:31:09:00 - 01:31:10:01

Anybody online?

01:31:12:07 - 01:31:48:15

No indication from either. So that's the end of this agenda item. And I do apologize for everybody that sat in the room and gone through that because it is very dry. It probably doesn't mean very much to very many people. And we have previously discussed it at length. So, um, those, those discussions were in issue specific hearing to and if you are interested for what is a very dry subject, you are entitled to or welcome to go and look at the online videos of that.

01:31:48:23 - 01:31:49:08

Um.

01:31:51:05 - 01:32:29:07

But that brings me to the close of this session. It's now 1247, so I'm going to take this opportunity to break for lunch and I'm going to suggest we come back at 115 if that's okay. So we're going to adjourn this session. If you are rejoining us online after the session, then you can use the same joining link that you were provided in your invitation this morning or sorry, earlier, but if you are joining via the live stream, then please refresh your browser to resume the subsequent sessions.

01:32:29:09 - 01:32:35:24

Thank you. This hearing is adjourned and we will return at. 150. Thank you.