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Welcome back, everyone. And this issue specific hearing is now resumed. So, still touching on the three B, agenda item. First of all, a taxing question for the applicant. In the interpretation section, the definition of work plans

think it should be cobbled capital W, capital P. So if you could just update that, please,

we'll turn our minds to that. And I'm sure that's something we can secure for the examining authority. Excellent, thank

you very much indeed. Can Can we just look back at articles six, the deviation. Now I don't know whether we've got a representation from

cybils. It was as oh five 657 58. And I think we did ask for them at any of those three would be the thought the same, because I think they are all exactly the same. So if you could pick up one one of those, and this is in relation to the the the it's a concern from a from a farmer, who's who's looking for the future, and when he's going to be cropping again. So if one of those could be brought up, they were all representations from saddles on behalf of one of the landowners. And just making the point that nought point seven is, is going to be very close to two, how deep they're going, going to go with their farm equipment. Now, I know that we did have a discussion about this earlier, but it has been raised again, by samples, who asked that, that we do discuss the point. So hopefully, it will come up on screen, but they are thinking of so much. So if you just have a glance through that, about the point they're making, they say a depth of 70 centimeters, there is every possibility that my client will go into this least areas as machinery and won't be in breached the lease will require the least steps to be one meter. Just wondering if the applicant can can respond to the points to be made by samples on behalf of that particular landowner. Thank you.

Sir, you'll appreciate that. In advance of detailed design, and in advance of getting on site, the applicant is not in a position to state with certainty quite what depth the pipeline will be set in any particular location. In particular, as regards this concern, which, as you say, appears to be a concern relating to the use of that particular field by this particular landowner. I mean, the position is in broad terms, that we would, of course, be looking to avoid a scenario where ongoing cropping of the field was interfered with by reason of the presence of the pipeline. But insofar as there is such interference, then there will

be a right to compensation. So it's not something that the applicant wishes, but it is a possibility. And if And insofar as the pipeline did need to be set at a more shallow depth in that particular location than the landowner, and in particular, their restriction on the restriction on their ability to make full use of the field would be reflected in a compensation settlement, and the various agreements that we're seeking to reach with landowners or reflect that position.

Thank you, Mr. Booth. When this was raised at an earlier hearing, I think there was an assurance that there would be some engagement with landowners if a depth of less than 1.2 meters was in fact, necessary. And I think that's embedded in the individual leases that there are being negotiated with the landowner Would it be appropriate for something along those lines also has been included in the DCO.

So I'm not quite sure how we would look to include that within the DCO. Having the applicant has given its assurance in the course of the examination, that that is its intent. And, of course, that is in the interests of both landowner and the applicant. And we're looking to work with landowners in each and every instance, to make sure that there is an agreed position which the parties are comfortable with. What I can say is that we need to allow ourselves this degree of flexibility, because it may be that ground conditions dictates that we need to go to a shallower level. But in circumstances where that is happening, we will of course, be engaging with the landowner. I don't know if Mr. Monroe has any thoughts in relation to a specific drafting point in terms of the DCO.

Partner for the applicant, the applicant position is that isn't appropriate to include specific drafting in the DCO. To deal with this. In practice, the applicant wants to achieve the target depth or to ensure that there is as minimal interference with landowners that could give rise to compensate the bull event. And they will, as a matter of practice, engage with them on that basis to try and reach the solution.

Thank you, Mr. Monroe. And I note that I mean, this, this has actually been raised at this stage on behalf of a particular landowner. But at the original representations, there are a number of landowners who actually raised the same point, which I think was why it came out of our earlier hearing. When you read the representation that's been made by samples, it is clearly a concern for for farmers when pipeline works are being finished. And the possibility of a pipe being an a pipe carrying co2 Being nought point seven centimeters below the depth below the surface. It's not that far. So I think it's something that we as, as the examining authority, saw when the representations came in, we were concerned about and bearing in mind that you said that there will be a commitment in in leases with landowners that you will engage with them. I'm not sure that I can see why you wouldn't accept that that should also be some wording, similar wording in the DCO, bearing in mind that, as I say, you have got a commitment in any event. I'm not quite sure how, how many landowners you're going, you're going to give that commitment to but it's something we were concerned about. And as you as you as you're saying that it's been included in the lease, I'm not sure it makes any difference to you for it to have some some appropriate wording in the DCO.

So I don't see that there's any practical distinction, as you say, because we're going to be doing that in any event. It's not a question of us being unwilling the applicant being unwilling to include wording to that effect. In the DCA because we want to escape that obligation. I mean, we actively wished to have that degree of engagement. It's really a question as to whether or not it's appropriate to include that type of site specific or location specific. issue in the context of the DCA more broadly, but certainly, so we can take that away and give it further consideration as to whether or not that would be practical and appropriate. We understand the excise concern in relation to this issue. We understand that it's not simply the partners of JW Needham and CO who have raised this issue. And you'll appreciate that we the applicant wish to minimize our compensation liability. So we're obviously looking to put the pipeline in a location which isn't going to interfere with landowners because we don't wish to be making compensation payments, because we've effectively sterilized a particular piece of land and prevented his further use for agricultural purposes. So we're not looking to escape this obligation will give further consideration as to whether or not it would be appropriate to put in to the DCO specific wording to that effect. But I think it's that it's that point of principle as to whether or not it's appropriate to include a provision to that effect in the DCO that we are reticent about and it's not a situation where we're Looking to, to escape, effectively the obligation of engaging with landowners. I don't suppose that I had any I can put it any higher than that at this point. So say that we will, I can assure the examining authority will take that away and give it thought in the context of a further amendment to the DCO.

If you could give it give it some thought, I mean, just to emphasize it's not site specific in any way they were seeking. It's just that if you're less than 1.2, then there will be engagement with the landowner. So that's a sort of general commitment if you if you like, but as I've said before, bearing in mind that you say that this is going in the lease hot leases that are being agreed with the landowners, it doesn't seem that by including in the DCR, you're actually giving away anything at all. But if you are going to provide some further information well, after it's an action point, I don't know if Mr. Monroe wants to add anything else.

At this stage, no, thank you.

Right, thank thank thank you for that. Before we move on to three Si, we've obviously got a number of local authorities we've heard from from from Lincolnshire. And it's just an opportunity with, you know, if any local authority wants to raise anything, so perhaps if we could go down the line and I'll leave Lincolnshire to last because they've already had a go. So northeast Lincolnshire, are there any points that you want to make at this stage in relation to the DCO? Thank you,

Bev, Lauren, northeast Leeds Council, no comments make at this stage.

Thank you. And then north Lincolnshire

under law for North Lincolnshire Council,

we've got no comments like at this stage. Thank you.

Yes, thank you.

Lindsay Stewart, East Lindsey District Council.

We've also got no comments to make at this stage. Thank you.

Thank you. And over to Lincolnshire link

to county council, it won't be surprised that we do have comments. Just two points in particular, which follow on from representations we've previously made. The first is in relation to the schedule to requirements. We're very grateful for the applicant updating the list in which we are the relevant determining authority. We do have one remaining comment, which is that we are currently listed as consultees for some of the requirements, but we wish to be consulted on requirements 11 1215 and 18 as well. The other point is in relation to the fees provision, which again follows on from our previous representation, we note that the current fees provision hasn't changed and remains the same. But we still seek in line with previous representations we've made in relation to other concepts, for instance, the cost of solar farm and set that the fee should be increased to the fees consistent with the reserve matters for outline applications. And we also note that the same levels of fees were recently granted in the malade parser ACI.

Were there any other points you were going to make?

Thank you. Thank you.

I don't know if the applicant wants to respond to those two matters, please.

Fashion for the applicant M in respect of the request to be a console T on requirements. 1112 1518 was the only take that away and consider it on the fees provision. We're grateful for the DCO precedent

has just been referenced and again, if we can consider reconsider that in light of that decision, and come back to Lincolnshire county council, we'll do that for miss hearing.

That's fine. Thank you. Thank you for that. Right, just a last chance for anyone in the room who wants to raise anything under Agenda Item three B. I think I've asked everyone so that would be unlikely. So we'll move on now to three C protective provisions. Now we heard from perhaps I could start off with them miss national highways and Mr. Bellinger music. Oh, sorry, Mr. Bellingham, you've got your hands in the air. Is this in relation to two three Yo, I was about to look to you to comment on three C's. So which one do you want to start? Where are you coming from?

Thank you, sir. For Wellington national highways, I just had a very brief comment on freebie, please, if we could, before we move on to three C, and oil activities, I'm setting it up for tomorrow, really, because we do have some traffic and transport concerns that are which will be explained by our transport consultants in detail tomorrow. So don't go into the detail of it. But they will be addressed by some tweaks to the to the requirements, and particularly in regards to some of the management plans. We currently have entertained. So he's currently have a role of a console T. And we would be requesting an approval roll. In some instances. We have secured similar recently, one of the details such as the Imogen row row, applicant Agreed, agreed to our request in this regard. So it's, it's in line with that. But I tried on the basis that we're covering articles and requirements. I just wanted to flag that today. But it will come out of the conversation tomorrow when we've got our transport transport consultants in the room.

That's absolutely fine. We'll we'll make a note of that. And thank you for clarifying. So we can move seamlessly on to Agenda Item, three C protective provisions, I think one of your colleagues, as since the outset, also joined. So I don't know if either of you. You did comment earlier about the progress that was being made? Are there any specific sticking points that you just like to touch on and advisors?

Yes, your thank you. I mean, given there's not many I can I can go through it fairly fairly quickly. So as I said before, we've we've done quite a lot of common ground now. So we're not we're not too far apart. So the the hope is that we should be able to reach agreement fairly swiftly. I would like to, I'd like to think but there's there's certain certain issues, we still have, you know, slight disagreement, or we haven't quite reached agreement on regarding the extent of national highways role in sort of approvals or oversight in terms of works and also how, how the interaction between our two assets are set. I think it's fair to say I think I think it's agreed that neither others neither national hires or the applicant want to carry out works on each other's assets, you know, we're best placed to carry out works on the SRN, the applicant and that team are best placed to carry out works on the pipeline. But there's a potential, there's clearly going to be some interaction between the two given the location. So we're, we're currently in discussions around the finer, the finer, the finer, the finer details of that such that we're not prevented from carrying out our own statutory duties due to the presence of the pipe. And whilst we're not proposing to carry out words to the pipe, there's obviously potentially issues where we may have to

be working in the vicinity of the pipe and touch it in certain certain ways. So it's just how we how we manage that. And I think I think the applicant would agree that, you know, it's, it's not quite as straightforward as one might think. So we're working around how we can perhaps, perhaps deal with that in the word and because the word in that National Highway suggesting the protective provisions, perhaps went too far as far as the applicant was concerned, and vice versa, the wording that the applicant proposed went too far, as far as I was concerned. I'm sure there's some middle ground, we can we can find that we just haven't haven't quite reached it yet. And then I suppose in terms of the other couple of points, it's worth just just flagging. So you're aware that that we haven't agreed on them yet the issue of financial security? So at this moment in time, there's there's no provisions there for a bond or a security of any sort, which national highways routinely seeks. Yeah, we know what, whether it be DCR, whether it be you know, any sort of third party works to protect the public purse has an expectation that we would have security provisions in there. And that's something that that DFC would would expect others as well. So whereas in certain situations, we have a little bit leeway, a bit of flexibility, we can we can negotiate and we can agree on a case by case basis, whether things are relevant whether we need to have that provision, in any in any particular case, when it comes to financial security. We don't really have much wiggle room in that regard. There's Yeah, that's our policy. That's our expectation, it comes from DFT. We ask for it. At this moment in time, we haven't been given any I'm hopeful that the applicant will will be able to, to respond on that and give us give us something in that regard. But we're not we're not quite there yet. And then I suppose the only other thing it's worth worth mentioning is the way that protective provisions are put together is essentially to alleviate our concerns with the articles and the DCO itself. So we if we end up protecting provisions, we've been making quite a lot of comments on the articles at the front of the DCO. But the vast majority of them are protective provisions address those concerns. So we don't need to, we don't need to bring those to your attention. There are two outstanding that aren't actually covered by the protective provisions at this stage. So we do have concerns that's article 13. Access to works and article 16 traffic regulation. I think the view of the applicant there is both of those give you will require consultation with national highways in any events. So we do have a role to play. And I do accept that the difference between these articles and everything else, which is covered off by the protective provisions is that they are subject to deem consent provisions, which is something that we object to. So on safety grounds, we don't we would never agree to deem consent provisions. These two articles aren't covered by the protective provisions and therefore do make national highways subjected to deemed consent. So we're still in discussions over those two articles in particular, and whether we can bring them into into the protective provisions, as that will then address the concerns that we currently have.

Thank you very much, Mr. Bellingham. And you've raised some some interesting and helpful points there. You didn't mention your you haven't touched on the actual engineering side of it in the sense that I mean, clearly, there's certain roads that they're going to have to dig a trench underneath and there's going to be quite a detailed construction. Are you more, or your whoever your experts are in national highways? Are they more comfortable with the arrangements have been put forward? Or is that something which still in discussion, the actual construction techniques where it affects your, you know, the DSR ns?

I think the way that protective provisions have been put together now address the concerns, so no work to be carried out without without our consent without our oversight. So we've got no in principle objection to that. So long as the protective provisions that we're currently negotiating end up on the face of the order, we're satisfied that we have a sufficient role to play that we can, you know, it addresses any safety concerns that we've got, you know, we've got appropriate controls and the rest of it so we, we can be satisfied in that regard.

Okay, that's, that's helpful. So, I'll just go to the applicant to see if they've got any comments. And then I'll come back to you Mr. Bellinger Murphy if you've got any sort of response. So, Mr. Booth, you'd like to respond at all in relation to the points. Mr. Bellingham said.

Well, firstly, certainly at a high level, to indicate the broad agreement with Mr. Bellingham insofar as he suggests that there's been a great deal of progress, and that the protected provisions that are currently under negotiation between the parties. I was gonna say almost there, but are are in fact, they're in relation to a large number of issues. Mr. Bellingham points to a couple of more commercial considerations in terms of financial security and so on. And those are sort of ongoing points of discussion. And we are hopeful that common ground an agreement will be reached in relation to those matters. In terms of the deemed approval point that Mr. Bellingham raised. We note national highways position, I suppose we note also that they this isn't the first time that they've resisted the principle of deemed approval in relation to works. What we do note also, though, is that the Secretary of State entertained effectively an equivalent representation in the context of the high net DCO and did not accept national highways position. We will of course, continue to engage with national highways in relation to that concerned. But I just didn't want to flag that at this point. I don't know if Mr. Monroe would like to come back with anything more detailed in relation to those points.

of attachment of the applicant I don't have anything more specific to add to the pine trees just to confirm to Mr. Bellingham that will work anticipate being able to respond to him on protective provisions very shortly and within the next week.

Thank you. Thank you both. Mr. Bellingham. You've heard that don't if you've got any comments that you want to make, in respect to the responses, it's just just just been aired?

Not really now, I mean, obviously, we can expand on our reasons behind the beam consent and request in our written, written written follow up I hear often said, But what we've decided on another another projects are the ones that doesn't set a precedent for this examining authority to necessarily have to follow when we can explain our reasons for that.

Yes, the references made to high net so you might want to look at that recent DCO and what was said there? But yes, you do the we quite understand that. That's the decision but it's not a binding precedent as far as we're concerned on this project. So you'll be able to provide additional comments on that by when you expect

by the next deadline deadline for as it were up to so

deadline for is the destin two weeks it's the 29th of July so you think you'll be able to come in before before then.

Yeah, that's that's the plan.

That's excellent. Thank you very much for attending. And your we'll carry on you can you can stay and watch if you want. But that's been that's been most helpful. Thanks.

Can I turn now to national gas? They made a very late submission or almost a joint submission, if you like. We were We were wondering if they will be here in person, but perhaps you could just touch on where you've got to with them? And what what what the likely next step is just to put on the table that obviously, they still got an objection. It's still outstanding. So perhaps you could just update us, Mr. Booth. Thank you.

Thank you, sir. Yes, of course, the applicant recognizes that, in a sense, it, it's not over until it's over, because the objection is still on the table and has not been withdrawn. But what I can confirm is that we have agreed terms now with national gas transmission. And we are effectively in the same position as with Philips, which is to say it's a question of formal approvals and signatures on dotted lines. That is expected imminently, certainly before deadline for and therefore we don't anticipate any further participation from national gas transmission, in particular, for the purposes of this discussion, agreement has been reached in relation to protective provisions. And those protected provisions, as agreed will be included in the next iteration of the DCO.

And I take it from that, that this is all on the basis of the change application that's been made.

Yes, that's on the basis that the change application has been accepted. And it's in the light of that, and on that basis, that the protective provisions have been agreed.

Thank you. And and just just just to remind you, we were still looking for an answer on Section One, two 7.0. And you're putting out in by a deadline for Nash, national guests haven't added anything in respect of their original point that they they placed. But whether or not the objections withdrawn or assuming the objections withdrawn, is still something that that we think should should be resolved, having made the suggestion that they're not a section one to seven, because as we've touched on before, it's not it's not an argument that will the we've seen before. And we think that should be resolved.

So that's noted as per the previous hearing a CH, I think it was, we've undertaken to provide you with a note in relation to Section 127 in relation to national gas, we will come back to you on that. But as I indicated in the context of that discussion on that occasion, I mean, the ballpoint the headline will be that in circumstances where the representation hasn't been withdrawn, section 127 doesn't bite. But we fully understand the essays wish to have clarity on that particular point. So we will be coming back to you on that.

That's excellent, Mr. Boo, that's much, much appreciated. And look, look forward to seeing those. Right, moving on now. And there's also the issue of the DVS. A. And clearly, you're in discussions with them. You indicated that you didn't expect your delimits would be changing in respect of the DVS a land and the preferred route does go through their land, but avoiding the operational yard area. And you were hoping to secure securities through private agreement. I'm just wondering if you can update as to as to where you are with the with the DMT VSA.

So just to confirm that at this point, there's been no substantive there is no substantive update for the examining authority, since this matter was discussed at the CH but we will look to come back to the examination as soon as there is material progress in that regard.

That's useful. I mean, just to emphasize the dbasa have indicated they do not think that an alternative site is is a possibility. So from that point of view, initially in the submissions if the applicant said that the option of routing the pipeline remains the last resort. So, I just wanted to, are you able to give any indication today in the hearing as to what your what was alternative might might be coming forward.

I might need to take instructions for a moment on that point. But the headline essentially is that certainly my recollection of the position last time we discussed this is that we have reached agreement with the DVS a as to a routing which will not interfere with their operations and will not require, effectively any relocation on their part. So, we note that they say that that's not feasible. But that's not anticipated. So if you just give me one moment, yeah, that's no problem at all.

So I'm, I'm informed that since the CH, we have in fact, had two further meetings with the DSA, and there is a further meeting scheduled in the very near future. The position is agreed in relation to the routing of the pipeline. There are a couple of matters outstanding, but those are essentially slightly more commercial matters. They aren't going to principal and we're very confident that those will be resolved.

And, and that does that cover the negotiation over the protective provisions with the DVS? A as well.

So I think what's anticipated is that there won't be protected provisions in relation to dbsa. It will be a effectively a private land deal. And there won't be an everything will be bound up in the context of that agreement. So we're not anticipating protective provisions in that respect. And indeed, they're not being sought by the dbsa.

Yes, if that if they're not seeking them, then I accept that there's no need for them. But anyway, that that's good news, because obviously they've they've put in another submission and reserving where they are. And as we've discussed before, bearing in mind, this is Crown land. It is a it is critical to, to that part of the pipeline section. I think Mr. Wallace has got a question that he wants to raise. So if I could refer to Mr. Wallace.

Yes. Thanks very much, Mr. Go. Yeah, so I hear what the applicant has said about not needing protective provisions for the DVS. A. My concern would be looking at the worst of worst case scenarios, if you like that, if they're if routing of the pipeline through the operational yard is on the table as a last resort, then, of course, that does mean the DVS a would need to relocate. And I just wonder whether there needs to be safeguards in the DCO. That's that state that if that last resort does indeed come into effect, that the applicant will be obliged to to help find a new site for the dbsa to relocate to. I appreciate your saying that there's a side agreement that will be wrapped up in that, but I just wonder whether that is something that needs to be on the face of the DV on the face of the DEA CEO, as a form of protective provision, just want to get the applicants view on that.

So I think the position is broadly there's that I mean, that that eventuality would be addressed in the context of the agreement that we are currently in the process of concluding with the DVS A. And of course, we would not be in a position to compulsory either compulsorily acquire that interest, without their agreement in any event, so I don't think that that is an eventuality that we would need to address in terms of protective provisions or otherwise in the DCO. But perhaps I misunderstood the point.

But no, no, that's fine. It was mainly that if the dbsa there isn't a requirement or obligation in the DCO at the moment for the APNIC had to do anything about it. If you see what I mean, and that that was the

point, but you've said that will be wrapped up in that and that the that eventualities would not come to fruition. So that that's, that's satisfied me, unless you wish to say anything else.

No, no, sir. That's it. I'm glad to have been able to alleviate the examining authorities concerns. I mean, yes, it will be wrapped up. And so the eventuality which you anticipate, which is that the worst of all worst case scenarios, and that there is a need to lay the pipeline through their operational area, and we would be obligated to assist them with relocation in any event? Yes.

Thank you very much. I'll hand back to Mr. Goss.

Right, that that deals with the protective provisions. Can I Can I just say, with apologies, there was one final point I had back on three B. So what was whilst I've got this, and it was the, if I can go back into some the date of completion article, I think it's article 32. concerned with the temporary use of land. And we did have a discussion at one of the earlier hearings as to how long that you'd be taking with each piece of land. And the suggestion was nine months, 12 months. And it really comes back to when can the individual farmers expected return the land, we asked this at x q. And is just really just trying to get some clarity as to to when they could get the land back, bearing in mind that, you know, the 40 mile pipeline, there's going to be sort of different stages of completion. So I'm just wondering if I could ask that again. And just just try and get a response as to when you think that the individual parcels of land are likely to be returned to the landowners.

Thank you. So I mean, I'm I can give you an answer as to what my current understanding is, but I'm anxious not to cut across what was previously said. And it may be that I'm not the best person to answer there. So perhaps I'm going to ask Mr. Pilkington or whether or not in fact, we need Mr. Cunningham to come and address this point. I'm just gonna ask Mr. Cunningham just to come forward. Miss Cunningham, if you can just reintroduce yourself to the examination, please

know Cunningham, senior and CO construction advisor for harbor energy. The period of works is really down to the setting out alignment of the pipeline, depending where the land is, if it stopped proof fencing or not. And then actually the string and out of the pipe, welding the pipe, non destructive testing the excavation of the trench layer and lay backfill. So obviously certain sections take longer than, than others. Depending on the length and how much you can learn lay, the determining factor is the hydrostatic hydrostatic test. So that will determine when we can put the topsoil back on, and when the farmer can have his fill back. So if all goes very well, and it's not a particularly long section, they may potentially have it back eight weeks after being through, however, is if it's a longer test section, and therefore, it's a longer string length, it might take longer. So it varies probably no more than three months, maybe between seven and eight weeks. But it's really how the hydrostatic test is done the Fill section. Obviously we want to fill it test it we're not going to do 50 kilometers in one hydrostatic test. It's currently broken down into five sections. So you're looking at approximately seven eight kilometers

each section. Once we get it tested, and it passes a test, we can backfill sorry, it will be backfilled under Hodge says we can reinstate the topsoil, and then it will be handed over back to the farm.

Yes, I mean, my notes are estimated two to three months in total, which is broadly consistent with what Mr. Cunningham has been saying. So but it will, and that is towards the top end. It may be that certain sections can be returned to the landowner significantly more quickly than that.

Thank you very much Mr. Cunningham, and detailed answer as always, I think I think I think the query is the different sections of the pipeline might be finished much quicker than other sections of the pipeline. And at the moment the data can Question is, at the end, when when everything's done, so certain sections could be ready a lot earlier than that. So I think the question is really, is there any way that the date of completion could be phased? So that the the sections that are completed earlier?

Sorry. So to understand your point, then what you're saying is, in circumstances where a section of pipeline has been installed, tested, can that be returned? Or what comfort can the applicant offer in terms of returning that section of the pipeline route to the landowners in advance of completion of the pipeline in its totality? So I think what I've done if Mr. Cunningham has anything to add, because of what I think you're going to say is, well, can that be secured? Will it be in the DCO. And I think that's probably something we're going to have to take away. Certainly, it would be the applicants intent, we've discussed this, I know it's the applicants intent to return sections as and when they are, those sections are completed and tested. So we're not looking to hang on to the land. On the contrary, of course, we want to return it to the landowners, quite apart from that being the right thing to do. It's something that will serve to minimize compensation liability. So of course, it's in the applicants own interest to do that. Also. I know that's the general intent, and Mr. Cunningham can confirm that with a nod of his head, or, or perhaps Perhaps more, sorry, no

cutting seniors who Construction wise, it's not the point, the place to put it in the DCO. There'll be in the construction program that will be developed, is currently in the preliminary one where the hydrostatic testing is, however, the construction contractor will phase the work to suit their most efficient way meaningful, because that's how they'll get paid. And they want to hand the land back as quickly as possible and demonstrate they finished the sections. But that's the proper way to manage it in terms of where they will be, and then we can inform all the relevant parties appropriately. Yeah,

thank you for that. And I think that was probably a sigh of relief all round, because I think it would have been quite a difficult provision to have drafted into the DCO to I wasn't looking forward to that to allow for the phasing. So that that that's quite understood. But I just thought that it was something that was worth airing again, but I hear what you say and that that's understood. So apologies for reverting to three B, but I just wanted to it's something I missed off my list. So thank you for your response.

So it does complete the protective provisions. And we'll move on now to the seeming the airlines raised at hand or in the room, which they haven't. So passed back to Mr. Jack. Thank you.

Okay, thank you. So moving on to agenda item 3d, any other business. I'm going to start with an item from the examining authority. This is a reminder to the applicants that deadline six on the 19th of September 2024, we will require the DCO in the applicants preferred form as a PDF, a copy of the DCO in statutory instrument format for the secretary of state benefit, and as editable Word version of the statutory instrument version.

Noted so thank you.

So I'll now ask for an indication of any, any other items of ARB that anyone in the room might have. No, online

Okay,

thank you. So we're gonna adjourn for around 15 minutes to confer our action points and then so the hearing will resume at 1245