



Hearing Transcript

Project:	H2 Teesside
Hearing:	Compulsory Acquisition Hearing 1 (CAH1) – Part 2
Date:	13 November 2024

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So welcome back, everybody. Time is now 1135 and we are resuming this compulsory accuracy session hearing with session two. Can the case team please confirm everybody who wishes to be here has joined back, and live streaming and digital recording has recommenced. Thank you. We are now going to go to continue with item four, and I'm passing over to Mr. Sims for that. Thank you.

Thank you, Mr. Sparkler. Welcome back, everyone, so just so we don't trip over ourselves in terms of our list, I think the simplest way we will proceed is if you could go through your list. If there's people that aren't in attendance, please just give us a brief update, and we'll move on to the next people, and obviously those in attendance. We will ask to respond. Does that make sense? I'm sure between us, our lists will compare. So I will ask you to continue as we left off with the next people on your list,

Joshua Pete, on behalf of the applicant. The next on our list is BOC limited. The applicant and their representatives have continued to engage with BOC limited and their representative representatives in relation to protected provisions. It's worth noting that the applicant does not require land agreements with BOC limited. Shortly before deadline three BOC limited provided additional information relating to further rights or apparatus that previously to that previously confirmed within the order limits the applicant is reviewing this list to include in the next update to the book of reference and consider in relation to protect provisions, the applicant has also issued BOC limited with draft protective provisions. And look forward to receiving their comments on these. I believe the PPS were issued yesterday. Also.

Thank you very much. So we have both Mrs. Tetley Jones and Mrs. Gilly virtually for BOC. If you'd like to put your cameras on. I'm not sure who is speaking or whether you're both intending to speak. Emily

Tetley Jones field Fisher, on behalf of BOC, I'm happy to lead then with any feed in requirement from those if that's okay. Sarah Gilly,

yeah, sure, yes. Thank you.

Thank you. That makes sense.

Good morning. Um, so turning to Agenda Item four, one and the first bullet point, location and manner of land interests. As mentioned, we have recently updated the list of plot interactions by I think it's just under 90 plots that weren't referred to in the book of reference. And that is currently, and that is R, E, p3, 013, and Baker rose, very helpfully, has also undertaken a further exercise of interactions. And I believe that was submitted to Dell calls yesterday evening, and they yesterday afternoon, apologies, and that it, as you just heard, is being reviewed. So that was all I was proposing to say in terms of bullet point number one, unless Baker rose wanted to jump in.

No, that's correct, Emily, thank you.

Fine. In terms of bullet point number two, objections and concerns, we don't propose going into any further detail on this, we've set out our various points in the relevant reps, rr, six, the oral submissions and the written summaries of the oral submissions, R, E, p1, 029, of course, our written reps are AP, 2075, and in terms of the ish, one, Baker rose very, very kindly and comprehensively clarified issues around the scale and interaction. BOC and their various concerns on issues such as overlap, so I don't propose repeating those. The one point that I would make on that is that there has been submission of document en 070009 which is the summary, effectively, of the interactions between the different DCOs, and trying to explain those and whilst that is welcome and helpful, what we would say is that that is quite high level in terms of detail. And I think what the engineers and my clients are really rather hoping for is something more detailed to allow them to have a better understanding, specifically of the interactions at the relevant pinch points of the infrastructure, and I suspect that is something that the the other affected persons will say as well. So that was all I was proposing to say on the second bullet point again, unless Baker rose feels that I've missed something and wanted to leap in. But if not, I will carry on. Thank you, Emily. Carry on. Thank you. Sorry. So on the third bullet point, any outstanding matters? While I note the comment that draft protective provisions were received, what I'd say to that is that, as will be seen from our timeline in our EP 2075, field Fisher drafted and sent PPS out on the 17th of June. And whilst we did receive a without prejudice letter at 2257 on Monday the 11th of October on which we are taking instructions. As yet we have no side letter in place, no protected provisions agreement, and therefore those those concerns remain, we welcome the approach taken by the examining authority in terms of encouraging a resolution on the issue of The protective provisions, and certainly from our clients perspective, we feel that the best use of everyone's time and resources would be to agree protective provisions as soon as possible, so the examining authority can concentrate its efforts on deciding the remaining issues. Our principal concerns are to reach agreement on protecting the existing infrastructure, agree details for provision of new infrastructure, managing the interfaces, agreeing the replacement of new land rights, ensuring the compliance with relevant safety requirements and ensuring that there is a nexus for enforcement of those obligations. It is in all parties interest to get these agreed as soon as possible, and hopefully, as we've demonstrated by the timeline to date, we've had very little interaction on the protected provisions taking into account what the applicant says about deadlines, etc. Are are our hope is that we can agree as soon as possible, and that is just sorry, just checking my notes, making sure that I've covered all the issues so our request to the examining

authority is that if you know protective provisions are agreed that the DCO be modified to include a copy of the protective provisions, which we'd be happy to provide, we would, of course, take into account any of the promoters points to the extent possible. And our view would be that it would be unreasonable to confirm a DCO without specific protections being in place that said, we have no objection to the scheme in principle. Our real concern is just to ensure that the mechanisms to protect my clients, infrastructure are put in place on face of the order or by way of the site. Agree. It. Thank you.

Thank you very much. Mrs. Lee Jones, just before I pass over to the applicant, I just confirm, in deadline three you did mention, or it was mentioned, that a number of plots have not have been identified which weren't in the book of reference. Can I just confirm that they are the ones that you have alluded to, and that no further ones have been found so that there's now a full understanding between the two parties of those plots that are have got interest with you.

Oh, well, I'll outline my understanding, and then I'll hand over to Baker rose for confirmation, if that's okay. The infrastructure is incredibly complex. And as you will have seen from previous submissions, it there the interaction level is is fully over a quarter of the plot references. So ascertaining and checking that they're definitely all included is a really difficult exercise. Now that said Baker Rose has been, you know, there has been putting in an awful lot of legwork in order to check those interactions. As I understand it, the information submitted at Rip 3013,

is

certainly their their best understanding at the moment, as supplemented by the information that went across to dalcor yesterday, and while, I would say, added to that, whilst the plots have been identified to to my clients best abilities at this point in time, the impacts of those interactions still need to be investigated and and hence the the equal request earlier for the further information in respect to the end 070009 and at this point, I'd ask Baker rose just to jump in if I have missed anything, or they want to add anything.

Sarah Gillie Baker, rose for BOC, thank you. Emily, no, you've provided a really comprehensive overview of the position to date and our understanding of the impacts and and the plot references in terms of the book of reference. So thank you. Thank

you both. I will now ask the applicant to to respond.

Thank you, sir. Harry wood Thorpe and on behalf of the applicant, before I hand over to Mr. Ibrahimzadi to see if he has any responses he wishes to make, just to say that so far as I can tell, nothing that's been said now about the intentions in terms of protective provisions is inconsistent with the approach that I'd suggested earlier as to how we deal with those and indeed the idea of putting forward, if they're not agreed, alternative versions for inclusion on the face of the order with associated submissions where there are differences is well, precedent is normal way of dealing with any outstanding matters. So that sounds as though we're pushing in the same direction there. And I've already said that we consider it's in all parties of interest to agree those as soon as we can. So I just want to see if there's anything that Mr. Ibrahim Sally was just to add on what's been said now.

Thank you, sir, Mr. Young Ibrahim. So speaking on behalf of that. Can I think it'd be helpful for the examining concert to highlight that the primary challenge in terms of progressing the protected provisions with PLC has been not having a full understanding of the full interactions, as Mrs. Duncan Johnson, Mrs. Kelly highlighted, between the proposed HTTP site order limits and the POC existing and new infrastructure. Think the information that POC have provided before deadline three has been really helpful, and we can also confirm that we've received the information that Mrs. Desley johnstadt was referring to that was sent to Doc McLaren yesterday. The applicant is currently on reviewing that information to understand any implications that it may have on the protective provisions that have been shared with POC. I think we are also of the opinion that a technical meeting between the parties, between the engineers, would be helpful to understanding these interactions, in addition to the the land plot information that's been shared, so we will be reaching out to the POC team once we've had a chance to review the information that was provided yesterday, to see if an update is needed to the protected provisions that was shared with the POC and I

thank you.

Unless Mrs. Teddy Jones or Mrs. Good he have anything further to say, I am happy to move on.

Always one point. Carry on some sorry. I should have raised my hand Emily Tetley Jones, on behalf of the OC, just to address that point of the plot references and the interactions, I would say that the protective provisions, as one would expect in this scenario are drafted on a fairly generic basis, on the understanding that one seeks to work out procedures going forward. So whilst it is obviously important to highlight all the plot interactions, it is not a prerequisite for agreeing suitable protective provisions. And yes, we would absolutely, my client would welcome the the offer of the technical meetings and just generally, more interactions so that, especially around the pinch points, though the issues can be, can be bottomed out. Thank you. Thank

you very much. Would the applicant like to say anything in response? No, thank you, sir. Thank you. Thank you very much. Voc and representatives, let's go to the next people on your list,

Joshua Pete, on behalf of the applicant, the next on my list is cats, North Sea limited, and Kellis midstream limited, the applicant and cats Kellis are engaging in relation to land agreements and protect provisions the applicant has issued heads of terms after discussing with cats Kellis at their preferred route to progress those land agreements, the applicants, legal and technical teams have reviewed these documents, and it appears that Most of the requested protect provisions can be agreed, the applicant has provided cats Kellis with a comprehensive annotated draft seeking further clarification, and an update will be provided to the EXA in due course, once they have considered the same and reverted to the applicant.

And so I'd just add, in respect of that that you will have seen from what was said in response to these representations at rep 3006, what we're looking at, here is a set of bespoke provisions which go beyond those which are already on the face of the order in schedule 12, part three, for the benefit of owners and operators of apparatus. So this is something bespoke above something which would otherwise apply on a generic basis.

Thank you very much. So Mr. Munro, if you could, you've already turned your screen on. Thank you very much. Your camera on. If you would be so kind as to comment as we've requested, please

Yes good morning. Patrick Munro, representing Kellas midstream limited and cats North Sea limited and cats, North Sea Limited is the owner and operator of the central area transmission system, which I will refer to as cats. So Kellas and cats North Sea limited are supportive of the of the principle of the proposed development. However, they do have outstanding concerns about the DCO in its current form, and based on the information that has been presented within the application documents and what impact this will have on cats operations, the cats and Kellas concerns were outlined in detail in the relevant representation, which was RR, 037, but I will just run through a few points that I wanted to highlight today. So cats is one of the largest UK North Sea natural gas transportation and processing systems, and it can carry approximately 25% of the daily UK gas demand. And as such, that is essential national infrastructure, and it's necessary for the operation at any one time of approximately 30 oil and gas fields in the North Sea. The cats representation and the concerns are split into broadly two parts. One relates to the cats terminal. I don't want to turn to the land plans, but just for your notes, sir, the plots that that's concerned with is plots nine, slash six through to nine, slash 10. And then the other aspect of the concern relates to the cats pipelines, which are high pressure gas pipelines. The. Cats North cats. North Sea Limited has raised a number of concerns about the potential impact of the proposed development, and this concern is driven by the fact that the cats terminal is a coma facility, and the cats pipelines are major, major acts in Hazard pipelines, and any adverse impact on the ability for cats North Sea limited to operate those in a safe manner would be unacceptable and would represent a potential danger to the public, and the greatest risk to those comes from accidental damage due to third party works. Cats. Nurse C limited concerns at the moment are in part driven by what they see as a lack of engagement by the applicant, which they consider to be unsatisfactory in

communicating its intentions and addressing cats, North cats, North Sea limited concerns, and turning towards the detail of those concerns, it's broadly split into two parts. One relates to the potential impacts during the construction phase, and other would be operational impacts once the development had been constructed in the construction phase, any operations that are undertaken in proximity to the cats pipelines or the terminal will need to be suitably managed to manage the construction risk that they pose, and that is particularly the case when the cats terminal is, in essence the host for the applicant's feedstock connection, so it's at one end of the whole hydrogen production process. But as yet, the detailed design of that has not been shared, and the limited information that cats now C limited does have comes from the net zero T side project. It remains unclear to my clients at this point what h2t side are proposing for their own connection, and that connection activity and the construction could be hugely disruptive to cats operations at the terminal. Another key concern that's within the application is the proposed crossing of the river tees and the proposal to create a new tunnel underneath that might cross the existing cats tunnel. My client, is concerned about the potential risk this poses to where the cats pipeline is currently situated. Now, my client considers that those risks can be suitably managed through a combination of protected provisions included in the face of the DCO and through proactive technical engagement between the parties, as well as that construction phase will also have to cover the operational design impacts, because once installed, there could be further interaction between the projects. For example, the cats pipelines have cathodic protection on them, and need to be technical details will need to be in place to ensure that there's no interference with that existing cathodic protection. Just wanted to briefly touch on the timeline for engagement that has been undertaken between the parties, particularly on the protected provisions. My client initially responded to a consultation on the 25th of October, 2023 advising the protected provisions would be required and requesting monthly technical meetings. They then submitted a further representation on the 22nd of January, 2024 which was a further consultation response, and at that stage, shared preferred form protected provisions with the applicant at the end of last week on the eighth of November, the applicant did share heads of terms. However, at this point, those are still under review, and they'll take instructions on those. And then, as has been mentioned for a number of other parties, on Monday of this week, the applicant did share formal protected provisions, as the applicant just suggested, those have been marked up, and those are still to be reviewed by my clients, and I'll take instructions so my clients very welcome of this current engagement, but they do stress that there needs to be a continued momentum on this to work towards a solution. And that's not just about the legal drafting of the protected provisions themselves. A key request for my client is to establish regular technical communication with the applicant's team, because that is what is underpinning their concern. At the moment, there was a couple of references earlier to net zero T side project, and I would note that my client did agree a foreign protected provisions on that development consent order, but we would support Mrs. Clark's earlier comment that this proposal should be considered separately from that. And again, my client hasn't seen the full technical detail that they'd like to see for this project, to give them the reassurance that the Protect provisions proposed are satisfactory. So at this stage, on a protected provision, on a protected basis, my clients are maintaining their objection to development consent order. But as mentioned, I think my client position is certainly that these matters can be worked through and can be resolved. It's just a general request for further engagement at both a legal and technical level on those points. So that was everything I wanted to say on the Kelas midstream cats, North Sea limit. Aid aspect. I did mention at the start of the hearing that I was also representing h2 North East limited. I don't know if now is a suitable time to cover that or if it's better dealt with.

Thank you. Ms Murray, I think we'd be going through them in a reasonable order, so we come back to you when we want to discuss that next element as well. Thank you very much for your comprehensive comments. I'll ask the applicant to respond Please,

Sir Harry wood pulpit on behalf of the applicant, so I don't think we need to say much by way of response. We agree that these matters are capable of resolution, and we share the intention to capitalize on recent progress in order to conclude these in good time. So I'm not sure there's much more I can say.

I'm happy with that. Mr. Munro, no further. Comments on cats and COVID mainstream.

No nothing further. Thank you.

Thank you very much. We will move on then. Mr. Pete

Toshi. Pete on behalf of the applicant, the next on our list is CF fertilizers, yep, the applicant and their representatives continue to engage in discussions relating to the land agreements required by the project. Protected provisions have also been issued, and the applicant expects these to be agreed within the course of examination. We recently also had a meeting with sorry CF fertilizers solicitor to discuss progression of these protected provisions. I

And in in the status of protected provisions being submitted to CF fertilizers.

Mr. Eleanor ibrahimzada, on behalf of the applicant, the protected provisions were submitted to CF fertilizers on the 26th of September. On the

26th of September, okay, Mr. Nesbit,

good afternoon.

Good afternoon.

So just to kick off, I can confirm the statements made by the applicant relation to the provision of protected provisions and the discussions to date. The only thing I would caution on is in relation to the extent to which protected provisions might be able to resolve cffs issues. Perhaps I can explain a little bit more. I won't refer too much to the relevant representation, but I was hoping to make a few references, simply for context in relation to the points I'll be making. So CFF is the UK's premium fertilizer manufacturer. Sorry, I should have said it might assist if we had sheet one available of the land plans. I'm going to make a few references to features on the site, and it may just assist to have that up. If that's possible,

absolutely, that'd be very helpful

whilst we're doing that. Should also say that the various land plots were listed in cffs. Relevant rep, can you

just remind me of the page number you're looking at? The screen we're looking at is slightly small, so I'm going to get up on my own screen.

That's it. That's the one you've got there. Yeah, perfect.

Cheap one. Yeah,

excellent, yeah,

go ahead, yeah.

Thank you. So CFF is the UK's premier fertilizer manufacturer. Its products a key to a key building blocks, rather, for many other materials, and it sees the only substantial UK manufacture of ammonium nitrate and nitric acid. Ammonium nitrates used in agriculture. CFF supplies 50% of the UK's demand for fertilizer, and so plays a fundamental role in the UK supply chain, food supply chain, what you're looking at here on sheet one, the bulk of that is CFF production site in Billingham. In addition to its fertilizer production from this site. It also provides a number of services to other businesses in the area, a number of raw products, including various types of water, demineralized water, potable water, etc. Nitrogen. Arranges for effluent discharge and generates its own electricity as well. So. His customers include Johnson Mathieu, SNF, Fujifilm, sequins, Mitsubishi, Quan, IPP and methanx, just as examples, full details of the operations and the upper tier coma designation are contained in the

relevant rep just for reference. So CFF has three broad concerns with regard to the applicant's proposed compulsory purchase powers. I've grouped these into three categories, the need for compulsory acquisition, secondly, the alternatives to compulsory acquisition, and then thirdly, the use of extinguishment and overriding powers. So in connection with the first of those the need for compulsory acquisition much of the land in and around CFF site, which you can see on sheet one, is included within the order limits for the provision of hydrogen connection point within CFF site, and early on in the applicant's design process, CFF was interested in having a connection point to supply hydrogen for the production of ammonia, which is a key component of the fertilizer products produced at the site. Since those early design discussions, a decision was made to import ammonia from CFF American facilities, essentially a cost based decision associated the price of electricity and so on. And the ammonia plant at the Billingham site was closed, the decision made to close it in 2023 so there's no longer any requirement for a hydrogen connection to its site, because the ammonia is now imported and the hydrogen isn't required. Furthermore, there's no prospect of a future connection being needed, since the ammonia plant is not viable and is no longer in a condition to be restarted, restarted. So the plant can't be restarted, restarted. It hasn't been maintained appropriately to do so. It's also understood that a further potential customer from this spur, Mitsubishi, located beyond CFF site, has also ceased a number of operations, and likely also no longer requires a hydrogen feed. Other proposed use users in the area are understood to be modest on this basis, and with reference to the tests under the Planning Act 2008 and the dclg guidance on compulsory acquisition, which has already been referred to, CFF does not consider the acquisition of land and rights within its site is necessary for the development of the applicant's hydrogen network, but there would be a compelling case in the public interest for the grant of compulsory acquisition powers, since future hydrogen connections in the area are either modest or entirely speculative. A further point also arises, which is the extent to which this leg of the hydrogen distribution network is a viable and deliverable prospect without an anchor hydrogen off taker, moving then to alternatives to compulsory acquisition. CFF has engaged with the applicant throughout the promotion of the DCO application, making clear its concerns about the inclusion of its site within the order limits, without prejudice to this primary issue, CFF considers that there are also alternatives which would avoid the need for compulsory acquisition. Firstly, as the hydrogen pipeline does not need to be routed into the CFF site, it could instead continue along the existing pipeline corridor running along the eastern edge of the adjacent eastern edge of the site, adjacent to the cooling towers. So you can see that on the drawing the two cooling towers to the right hand side, adjacent to what's shown as railway sidings. I'm not sure they're actually there anymore, to the left of those immediately to the left there, yes, thank you. That is the existing pipeline corridor that runs around the eastern edge of the CF fertilizer site, sweeps down and through the access point, which is that appendage coming out to the southeastern corner of the site, so that pipeline corridor already already exists, and in CFF view, would have distinct advantages, namely, avoiding any unnecessary interaction with CFF. CFF complex, which is an upper tier coma operation. And the previous speaker made reference to the difficulties and risks associated with other parties working in an upper tier coma site, avoiding the sterilization of a valuable plot of land within the CFF site in.

Will necessarily be an evolving picture, both now, after the DCA was made, and if the implementation of the development is authorized over the course of its lifetime. It's not the intention to provide a running commentary on individual interest, because that is something you would expect to vary over time. So

we understand, CF, fertilizers, change of position. That's the sort of thing you would expect to go hot and cold with different occupiers, different developments over the course of time. It's understood, but it doesn't change the essential need for the development against that background. I'm going to turn to Mr. Ibrahim Zilli to deal with the question of alternatives, noting that issues in relation to extinguish or extinguishment to overriding of rights would be picked up later.

Thank you. Thank you, Mr. Illinois, speaking on behalf of the applicants on the alternatives. Point, I'd like to point out first that the applicant did have the alternative routing that Mr. Nesbit was referring to in our order limits prior to the submission of the DCO in March 2024 and we, as part of ongoing design development, the applicants technical team has held in number of virtual meetings with the affected persons with regards to understanding technical capacity, structural integrity of the existing infrastructure. And in a in a sites so physical in person, site survey the it was concluded that there wasn't sufficient capacity on the eastern bridge. As such, it was dropped from the order limits just to explain that context. We also welcome Mr. Nesbitt comment that some of these concerns might be addressed via protected provisions which we agree with, and we are intending to keep the technical conversations with sear fertilizers and their technical teams to come to a inappropriate protective provisions that addresses their concerns as a upper tier commerce site operator.

Thank you. Could we just have the the plans shared again, please. I know it's gone off. Could you just explain again where the issue was in terms of the the alternative, were you suggesting it was one at one particular structural point?

I don't have Duncan. I think if we go to the second page please,

here we can see two crossings of an active railway via a bridge, and both of those are existing pipe bridges. So as a result of the site survey, it was concluded that there wasn't enough space for a new hydrogen pipeline on the eastern bridge. And I can't quite see the numbers from here, the Eastern bridge that Mr. Nesbitt was referring to is south of the pink area that we can see on the zoomed in section on the top left. Thank you,

Mr. Nesbit, just for for me, just because you didn't reference this second page. Is this the answer that Mr. Ibn Zari has given? Is that actually, in regard to what you were talking about,

yes in part, I'd need to take instructions in relation to the the point about capacity of the the pipe bridge, that that's an asset that CFF will will understand very well. So I probably need to take that away and respond separately, if that's okay,

yeah. I mean, I don't want to get bogged down with alternatives at this point, but if we could have a response from both of you in the summary of this meeting, so that it's really clear that those alternatives are really bottomed out in terms of what we're talking about and why Mr. Nesbitt and his clients concerns whether they have been met or are still in actually outstanding in terms of that understanding. Was there anything further from the applicant in response to Mr. Nesbit? Mr. Nesbit, is there anything you'd like to come back to as well? And I see there's another hand up as well. So I'll just be I'm just conscious of that as well. Mr. Nesbit,

no, thank you. I think that's sufficient for today. It was helpful just reference the protected provisions and the further discussions that will happen on those and hopefully we can seek to resolve some of those issues through that document. I think we can shot.

Oh, sorry. Thank you very much, Mr. Nesbid, I think we can. Stop Sharing now and then I can see who NP is with the hand up. Mr. Pannell, you had your hand up.

Yes. Thank you. So Nick panne, on behalf of natara global, I might also ask Mrs. Mrs. Gilly, to come to comment, if she would like to, we would welcome that clarification on that alternative routing, as this is the set the same question, what are the same questions that we have raised with the applicant as to whether that is an alternative, because that would then avoid our site being used? Interestingly, we had been informed that it wasn't an option because CF fertilizers themselves deemed that the pipe bridge was full. So just just to note that we would welcome any clarification on the ability to use that alternative routing. Thank you.

Thank you. That's that's a helpful point. Mr. Purnell, yes. So just to reiterate, I think there's from now, we've now heard from potentially three different parties that that alternative, if possible, if it was possible, may reduce the amount of land required. So I think a fuller explanation of why that is simply not possible from the applicant will be very beneficial for a number of reasons, as I'm sure you'll understand. So thank you. Thank you. Mr. Pinel, I think we can ask you to turn your screen off, your your your camera off. Now for the for the moment, I'm sure we see you again. Is just before we move on. Is the I'm conscious that we had another comment from another party. Any further comments on CF fertilizers from the applicant. Okay, thank you very much. Next one, then Mr. Pete,

Joshua Pete, on behalf of the applicant, I have Harley Paul Bourg Council on my list, but we they have no land interests within the order limits, and we don't have PPEs out them, so

I think in which case, we'll move on.

I have industrial chemicals next. The applicant had not previously engaged with industrial chemicals limited as their land interests lie outside of the red line boundary of the proposed development on receipt of industrial chemicals is written representation. The applicant has now contacted the affected party to initiate discussions around protected provisions

so the actual status of the protective provisions is effectively initial negotiations,

not yet issued.

Not yet issued. Okay, so for industrial chemicals, I believe I did have a note of some attendance, I think, from Mrs. O'Leary.

Good afternoon, sir. Yes. AITi O'Leary, on behalf of industrial chemicals, limited the bulk of our reps, representations and comments on the impact on our clients. Operations are set out in our rep 2079, submission, just in summary, industrial chemicals are a key national supplier of products to the detergent, paper, water treatment and chemical industries, and at present, they have unrestricted access to Huntsman drive, which is the road that is shown on plot references eight, slash one to eight, slash six, where it is proposed to extinguish rights of access as part of the DCO. So the principal concern is that their current unrestricted access would be maintained during construction and operation of the DCO proposals, and we look forward to receiving the proposed protective provisions and commencing negotiations with the applicant.

Thank you very much. Mr. Philpott,

I don't have anything to add. We're clearly now engaged. We understand the issue, and I think there's a common interest in trying to resolve this.

Thank you. Mr. Pete, did we miss h2 North East limited or are we going to the next

that wasn't on our list, but Mr. On the Brighton mazzardi can speak to that?

Yeah. I'm just conscious that we have Mr. Monroe here representing h2 North East limited. So I just like to make sure we cover a. There and thank you.

Thanks so Mr. Eleanor bramzada, on behalf of the applicant, I'm pleased to report that following the written representations of facial nurses, we have now established a monthly meeting cadence where we're discussing the various project interaction areas, and also the best way for for us to be able to protect interests of both parties. And to that effect, we have agreed that we we will be looking to enter into an effective interface agreement based on the projects to ensure that one of the projects doesn't prejudice the deliverability of the other. That's currently in draft by the applicant, and we're looking to share a a first draft of the interface agreement with h2 north east in due course.

Thank you very much, Mr. Munro, is there anything you'd like to add on behalf of h2 North East limited.

Touch 104, h2 North East limited. Know that that applicant, from that update from the applicant, is very welcome. There's just a couple of points that I just wanted to expand on from the status that was outlined in the relevant representation that was submitted at the start of the process that was RR 036, the h2 North East project is the development of another low carbon hydrogen production and distribution facility and the associated pipeline distribution network. The h2 North East project team has been progressing the development of that since that representation was submitted, and it is now close to completing its front end engineering design, its primary concern that was outlined in the objection was the level of land take that had been outlined in the land plans and how that might sterilize areas to prevent future development from Coming forward, such as the h2 North East project. And so the request at that stage had been that the parties do engage on technical issues and that an interface agreement was coming forward. So that update is very welcome, just in terms of the consenting aspects of the h2 North East project, a bit of a couple of further points to update on that. One is that the HD North East Limited has recently submitted an application to the Secretary of State for energy security and net zero for a direction under Section 35 of the Planning Act. That remains that this project would be treated as a project for which a DC will be required, and that application remains under consideration, but my clients are confident, based on previous precedents such as this project, that it will be granted in due course, they'll then be progressing the consenting aspects and anticipate seeking a scoping opinion in q1 of 2025 At this point, I don't have anything further to update on, and we look forward to receiving the draft interface agreement from the applicant in due course.

Thank you very much. We are conscious of the responses we've had to the relevant reps about the status of h2 north east in terms of land. So cognizant of that, I think we'll move on. Unless you have any further comments on that. Mr.

Ibrahim Zaidi just wanted to make one brief. Oh, absolutely

no problem. Thanks,

sir. Mr. Ibram Zadeh, speaking on behalf of the applicant. First of all, we welcome Mr. Monroe. Update on the consenting process and the timelines for the Haiti northeast project. The one thing I did want to highlight is that think that the in terms of being able to progress the interface agreement, the level of design information that will be shared eventually as part of the DC consultations and submissions, if the section certified is granted by the Secretary of State, will be extremely helpful for us to also understand the interactions between h2 north east and h 2t side. And the main reason why I was I want to highlight that, is because as problem, Mr. Mann will agree there is limited information on the public domain about h2 North East project, so that will be extremely helpful for us to also be able to progress the interface agreement.

Thank you very much. That's understood. Unless you have any further comments. Mr. Munro,

no nothing. That point's been noted. Thank you.

Thank you. I'll ask you to turn your camera off, and we'll move on. Thank you very much. Next, Mr. Pete.

Joshua Pete on behalf of the applicant. The next is INEOS night trials, UK Limited. The applicant is in negotiations with INEOS night trials on both land agreements and protected provisions. Through these discussions, the applicant has addressed a number of the concerns raised by INEOS. And believes the party will be able, the parties will be able to reach an agreement for the proposed development prior to the end of examination. Again, we had a meeting recently with INEOS representatives in relation to the progression of those land agreements, the PPS and a side agreement, and expect comments from INEOS soon. A side agreement was issued on the 31st of October, and heads of terms on the eighth of November.

And protected provisions. Have they been issued?

Joshua Peter, on behalf of the applicant, the Protect provisions were issued with the side agreement on the 31st of October.

Thank you for that confirmation. Mr. Nesbit, welcome back.

Thank you. Peter Nesbit, in your snit trials, UK, limited, much less to say about about this one, I would just concur with what the applicant said about the issue of heads of terms, draft protected provisions, side agreement. And this is eminently manageable, using using those tools, and we will be responding

to the drafts in the near future. The only two matters that I'd raise, briefly, and I know we're coming back to these, is in connection with the pipeline corridors to the south of this site, I'm not sure it's really worth bringing the plans up. It sheets nine and 10 for the note, but to the south of the INEOS site is the section of the semcourt pipeline corridor, which INEOS has concerns about being accessed by the applicant, and then the means of access and the means of managing those works. And it considers that compulsory acquisitions too blunt a tool to achieve that, certainly in the absence of protected provisions, there is also two areas within the pipeline corridor, where the pipeline corridor bridges over access points from the INEOS site on its eastern boundary. You can actually see those quite clearly on the land plans that there's like there's two notches on the western side of the pipeline corridor that protrude into the INEOS site. Those are two working areas to allow the applicant to carry out works on pipe bridges that cross over the top of INEOS access points. Now those access points are particularly important to INEOS because it provides access to the river frontage to the east, and so that's a key matter that we we attend to in terms of protected provisions and how those works are undertaken. That's all I'd like to say for INEOS night trials today. Thank you.

Thank you, Mr. Nesbit any further comments from the

applicant? So only just very briefly, as I think Mr. Nesbitt acknowledges the prima Fauci bluntness of the use of compulsory acquisition in a complex environment such as this needs to be understood in the light of the intention to use protective provisions, and that is the approach that's been taken on net zero T side. And it's, as you might expect, an appropriate and familiar approach in complex environments such as this. The important thing, of course, is that absent the ability to use compulsion paired with protective provisions, the alternative would be to be mired in commercial negotiations with multiple parties, which would obstruct the urgent delivery of infrastructure. So what might appear bluntness is a necessary element of achieving delivery, but it is sufficiently tempered, not only by protected provisions, but by the ability of the affected parties to put forward alternative forms of protected provisions if they don't think what the applicant puts forward goes far enough and for an independent decision maker to take a view on those that's that's something I won't need to repeat for all parties, but it is a general theme in this case. Yeah,

I think that's that's really useful to refresh us on. And I think Mr. Nesbitt was intimating that that was the case as well. And I think we're, we're accepting of that in this i. You say this complicated case, so thank you for that confirmation, and unless you have any further comments, then I think we will move on. Mr. Pete.

Joshua Pete, on behalf of the applicant, Lighthouse green fuels limited the applicant has been in regular correspondence with Lighthouse green fuels regarding the interactions between the proposed development and Lighthouse green fuels own project. Most recently, the parties held a meeting on the fifth of November. The parties do intend on progressing land agreements and protect provisions, although no documents have been issued so far,

thank you. So when you say no documents have been issued so far, we're talking about any documents that we've been talking about today. Have any discussions started with regards to those documents nevertheless. Thank

you, sir. Mr. Ibram Zadeh, speaking on behalf of the applicant, the pleased from the discussions have started, and then we refer to the documents. We're referring to protected provisions, as well as the heads of terms for voluntary land agreement. While the discussions are ongoing, we haven't been able to issue those documents, and it's due to the fact that the we need a greater understanding of the level of interaction between the proposed h 2t size project and also the proposed Lighthouse greenfields sustainable aviation fuel project.

However, I

am glad to report that we are in discussions to get a on both sides, to get a great understanding of the interactions so we can agree an appropriate form of protected provisions. And we're also in discussions whether the it's more appropriate for the protected provisions to be captured in the H to T site issue or the following Lighthouse green fields this year that is also under consideration by both parties. Okay,

that's that's a really interesting point. And I think if you could update us as soon as you can on that point, whether we're expecting the protection provisions within this or light hungry green fuels, I think that would be really useful to know where that discussion has got to and what we should be expecting on that point. Miss Reese,

hello. So just by way of background, lgf is in the process of preparing an application for disem development consent order for the production of aviation, sustainable aviation fuel through its Lighthouse greenfields project that's also intended to be located in Teesside on a site adjacent to the red line boundary for the HTT side project. There are some areas of overlap, and we will provide details of lgf land interests at deadline four, as noted by the applicant, we have met with them to discuss the interaction of the two projects. These discussions are at an early stage. However, we're hopeful that protective provisions will be agreed before the conclusion of the examination, as noted by the applicant, where there are some discussions around the appropriate mechanism for securing protections, whether that's through lgf, DCO, or through the HT side, DCO will provide an update on those discussions throughout the examination, provided that appropriate predictive provisions are agreed and any necessary other agreements, lgr in support of the HT side project. We do wish to draw one particular plot to the panel's attention. That is plot 941, on sheet nine of the land plans. I don't think there's any point bringing them up on screen. But just to flag, the applicant is seeking to compulsory acquire the

freehold of that plot. The applicant proposes to locate a hydrogen AGI location on that plot, as has been,

just to interrupt, I think it would be helpful just to bring it up, just show that we're all aware of what we're talking about. Sorry to interrupt you, Miss Reese, no

worries. I'll wait for that to come up on screen.

Thank you.

Perfect. Yep, that's great. So the plot and pink there. So as I was saying. The applicant proposes to locate a hydrogen AGI location on that plot, the that would be essentially access into lgf own site. Lgf do not consider the current proposed connection and pipeline split into the lgf site to be the most suitable location we've raised, raised this with the applicant, and we're in active talks with them to agree an alternative location. Lgf are keen to continue discussions with the applicant in relation to the proposed route, to ensure that a pipeline does not impact on LGs existing assets, or to circumvent, navigate, circumvent LGs future use of their own site. We'll provide provide an update on these discussions as the examination progresses.

Thank you very much. Can I just can I just make sure I'm clear on what you said about submitting your land interest by deadline for does that suggest that there is still some uncertainty about whether the applicant has all your land interests? And is there a need to wait until deadline form? And obviously, in terms of making it public in the in the examination, that's one thing, but making it those that information available to the applicant is another No.

So we can do that directly to the applicant just to confirm just there is a there is a bit of interaction over the two sites, and we're currently reviewing the overlay plans, just to make sure that everything's captured. So the applicant has helpfully provided us with a plan overlaying the two red line boundaries, and we're just confirming that the book of reference accurately captures everything it needs to

that's very helpful for confirmation of that. Thank you very much. Miss Reese, has the applicant got any comments to make regarding Lighthouse greenfields? Report your response

so not not substantive, as you'll have hopefully gathered from those exchanges, there is constructive and productive engagement taking place. Common objective to make sure neither scheme is prejudiced and will report progress as and when it comes. Thank

you very much. Unless you have any more comments, Miss Reese, I think we'll stop sharing and move on. Mr. Pete.

Joshua Pete, on behalf of the applicant national grid electricity transmission PLC,

in terms of statutory undertakers, I'm happy for that to be left until the the item regarding statutory undertakers, if that is just easier to can to put them all into the one place when we discuss that topic.

So I suspect it won't make any difference for the overall time

it was whether you wanted to group them together. I'm comfortable. Either way. If you're happy to carry on, then please do because I think now, now we don't have Northumbrian Water with us in attendance, I think we can cover those statutory undertakers reasonably quickly anyway, without and reduce the other item on that. Thanks very much. Carry on.

I'll give a quick update then. The applicant has been in correspondence with national grid electricity transmission and their representatives for some time. Heads of terms were issued to NJS agents in april 2024 sorry. Njt is national grid electricity transmission. The applicant has also received a copy of NJS preferred protected provisions, and is in the process of reviewing these. Thank you. Next, we have national gas transmission PLC, NGT, the applicant does not require any specific land agreements with NGT, although the parties are in technical discussions regarding interactions between the proposed development and ng tease assets, the applicant has received ng tease, preferred form of side agreement and PPS, and the applicant is currently reviewing these documents. It's anticipated that these will be agreed prior to the end of examination. Thank you. I have natara global next. Great. Thank

you very much.

The applicant is currently engaged in negotiations with natara global limited and had a site meeting on the 12th of September. The applicant has also been engaging with natara global from a technical perspective, and acknowledges its concerns and is committed to addressing them through protected provisions draft. Protector provisions and heads of terms have been issued to natara Global's agent and the applicant. Look forward, looks forward to receiving their comments on these. Thank you,

Mrs. Gilly,

Hello, yes. Mrs. Gilly. Mrs. Sarah Gilly, on behalf of Hathara Global Limited, yes, we agree with that summary of the progress in terms of negotiating with our client to date, we did have a productive site meeting on the 12th of September, in which we discuss the interactions between the project and our client's operations, obviously, the nature of our client's operations being having the capacity to operate, 20,475 days a week with continual HGV Access in and out of the site and movements through the site has the potential to be impacted considerably by the temporary possession powers sought by the applicant in the DCO, particularly for the seven week construction period that's proposed that's sort of been the basis of our holding objection to date. Certainly the site meeting we had gave us encouragement that the potential interactions could be managed through the agreement of construction and logistics management plans and protocols, and that's what we have been calling for in terms to be the subject of the draft protected provisions, which arrived on Friday last week. Obviously, that's heading in the right direction. We are in the process of undertaking a detailed review of those to confirm the acceptability of these to our client, and also in terms of the draft heads of terms for the option agreement for the construction worksite use and the permanent easement. We received these on Monday, and also we're in the process of reviewing those, but certainly we're encouraged in the progress. We would just request that these the pace of the negotiations and the submission of material and responses to our queries, carries on with some good momentum, so we can be sure we can get the agreements and protections we need by the end of the DCR examination. Just picking up on the point made by Mr. Pannell, obviously, consideration of that Eastern pipe bridge, as opposed to the Western pipe bridge, has implications for the use of our client site, and if that's going to be subject to further investigation, we do recommend, we do welcome that, and it's something we have been pushing for, as it would certainly reduce the impact on our potential impact on our client and the need for their site. But yeah, that's what I've got to say for the time being.

Thank you, Mrs. Gilly, any response from the applicant?

No thanks. There's nothing we need to add.

Thank you very much. Mr. Peach,

Joshua Pete, on behalf of the applicant. Next is Navigator Terminals Ltd. The applicant met with Navigator Terminals on the eighth of November and provided a technical update relating to the river crossing and other interactions between the H2t side project and their land interests. The aim of the meeting was to provide Navigator Terminals with the necessary detail to allow the progression of the voluntary agreements and protected provisions. The parties are progressing heads of terms and protected provisions, and the applicant anticipates, anticipates that these will be agreed prior to the end of examination.

And again, just for clarity, you say you're progressing the protected provisions and the other agreements. Have any of those being shared with Navigator terminals to date?

Yes, the applicant shared the protected provisions with Navigator terminals on the 10th of October and shared heads of terms on the eighth last week

of November, of November.

Thank you very much. Mr. Nisbet,

thank you. I would just confirm the accuracy of the applicant statement there in relation to the provision of draft protected provisions and heads of terms. Navigator enjoys a good relationship with the applicant. We've had some very helpful meetings. Meetings, and we will be responding to protected revisions in due course. The key sticking point in relation to those protected provisions is land take and the need for the amount of land take within the site, which is what those technical meetings that Mr. Pete referred to are all about. And so that's the big sticking point with protected provisions. And I'll say a little bit more about that now. Again, I'll try not to repeat too much in the relevant representation submitted by navigator land plots listed there navigators just

to interrupt you. Mr. Nisbet, will you need a land plan shown and shared? Would that be useful?

Yes, I think it would actually thank you. If you just bear with me a moment, I'll remind myself which sheet it is it? Sheet 11. Thank

you very much. If we could share that please.

Thank you.

That's great. Thank you. Mr. Nisbet,

thank you. Navigator is the UK's leading independent bulk liquid storage provider, operating four terminals, each strategically located in major UK ports and serving key demand centers in the UK. It's situated on the north bank of the river. Tees. Is the navigator terminal seal sands facility, which you can

you can see there actually the storage areas to the south, it's white land, and the land we're talking about today is to the north, which is identified as temporary possession, some permanent rights, and then some freehold acquisition, which is the tunnel led location, full details of navigators operations. The site, its upper tier coma status is all set out in the relevant rep, and that explains the complications of working in the coma site. In particular, to keep things concise to date, Navigator has two broad issues that it would like to raise. Firstly, the need for compulsory acquisition, and then secondly, the use of extinguishing and overriding powers, which I I shall leave till later on the agenda, as previously instructed, the order limits include a large portion of navigators land at its north tees facility, and it's considered that the proposed land taking this area is very excessive and disproportionate to the works proposed, which amounts essentially beyond construction to a tunnel head access point to that tunnel head location and an associated infrastructure and hopefully the examining authority will be able to see this on its site visit, if not certainly is available on Google Earth images. There are existing tunnel heads in that location. One can fairly accurately discern the sort of size that we're talking about in terms of land take. It is obviously much smaller than the area shown on this drawing, and it's understood that the areas on the drawing results from the applicant's requirement for flexibility in the final engineering solution for crossing the river with pipelines. However, navigator considers that it's reasonable to expect the applicant to have progressed its design in this respect, to allow a much smaller area of flexibility, as set out in its relevant rep. This is one of the only available areas for navigators future expansion, and it is the location of a proposed CO two hub development being promoted by navigator, which is currently the subject of a planning application. The Order limits both permanent and temporary acquisition overlap with this project, and if granted, sorry, if it is granted in the current form, and it would likely prejudice that development coming forward, the relevant rep contains a layout plan, which can be compared to the order limits, with regard to the extensive temporary power sought within the Navigator site. Again, this is considered to be excessive. Navigator has suggested an alternative to the applicant. Rather than seeking temporary possession of the eastern part of the site. It could instead seek to share the construction compound on the western part of the site with the net zero Teesside project, which has already negotiated agreements with Navigator for that western part of the site to be used as a temporary construction lay down area. This would be an efficient use of land and would reduce impacts on navigators own development proposals. As I mentioned, I've more to say in relation to the extinguishment overriding powers that we discussed, that those both relate to pipelines and within pipeline corridors, and also in relation to access points and the risk of interference with access rights through to navigators main site. But on your instruction, I'll come to that later, if that's acceptable,

yes, please. Yep. Thank you. Thank you, Mr. Nesbit, over to the applicant to respond. Thank

you. So just before I pass over to Mr. Ibrahimzadi to respond, although it was the first point was categorized as need as I understand what Mr. Nesbit has been saying it's not, in this case, an issue as to whether the infrastructure proposed in this location is needed for the purposes of the project and to meet its objectives. It's more about two matters. One is whether all of the land and rights have been shown to be justified in order to meet that need. And the second is as to the potential effects of what is proposed here on other development which is planned and the operations undertaken by Mr. Nesbit

clients. So that's my understanding of the points that have been made. I'm going to ask Mr. Ebrain zali just to respond on those matters, please.

Thank you. Thank you. Mr. Manzali, speaking on behalf of the applicant, responding to Mr. Nesbitt, points around the extent of the freehold compulsory acquisition area and also the temporary position area. One key point that I'd like to highlight that the detailed design of the river crossing is ongoing, and we have also, to date, not performed grant investigation to be able to fit into that detailed design process. Although we have taken account of for or account of existing poor hole information from publicly available or privately available information, to date, we have not been able to we have not performed a project specific grant investigation to inform the design of the river crossing. And because of that, we the applicant is seeking or employing the Rochdale envelope approach to have a level of flexibility while the detailed design and also is progressing, and also, while the grant investigation is planned, is being planned and will be executed in the future to fit into the detailed design process. So because of that, the applicant is having to retain a level of flexibility in the rochedale envelope, and that's why the freehold compulsory acquisition area is bigger than some of the existing or bigger than the existing tunnels that Mr. Nesbit was referring to. The other point I would like to highlight is that, with regards to temporary position possession areas, the yellow areas on the land plans, the key difference between the NZT DCO and HT side TCO is that, unlike the nztc, HD site is proposing to build a new crossing of the river, and that will require a greater extent of land to enable construction of that in the shape of temporary construction laid down area. So that's the reason behind having a greater level of temporary position area in the H to T side issue. Thank you. Mr. Philpot, yes. I

was just going to add, by way of general context, that the point raised by Mr. Nesbitt about expecting a greater level of detail in the applicant's plans needs to be seen by reference to not only the nature of the development and it being an NCIP and matters of that sort, but specifically in this case, there is a particularly urgent need arising from the fact that we have a National target for the production of hydrogen by 2030 and we're now in late 2024 and if there is going to be a realistic attempt to meet that target, the planning and approval of development of this sort necessarily has to happen at pace. And therefore, whilst one understands why it is that interested parties might like to have more detail in order to obtain consent in time to have a realistic chance of meeting that there is a necessity to have flexibility in the design and seek to address concerns about interaction with interested parties to a greater extent through mechanisms included in the order for the later stages. It's not the sort of development where one can take one's time and develop at a leisurely pace. One has to get the principles established and then effectively seek to address the working out of those principles in detail through appropriate cooperation, controls, mitigation, etc, secured through protected provisions in the terms of the order. So it is important to keep in mind the particular urgency here, and the fact that that need, by its nature, has to be met in locations which are essentially industrial and complex, and therefore there is an inevitability to The broad approach that is taken to how those concerns are addressed, of necessity. Thank

you for that, Mr. Phil, but I think we also need just to make sure we're cognizant of the guidance of the Rochdale envelope and the use of that taking account completely with your point and the still the

principles of the Rochdale envelope and its approach can't just be forgotten in the context of what you're saying. And I think that's probably what Mr. Nesbid was highlighting from his point of view. But I think your point is also a valid one in that respect, and

just to be clear, nothing that I'm saying is in any way inconsistent with the Rochdale envelope principles. The Rochdale envelope principles, which are related to environmental impact assessment, are designed specifically to ensure that the legal requirements in terms of environmental impact are not used so as to stymie the ability to bring forward needed, much needed development. And so essentially, they impose the discipline that where you set roched and Rochdale envelope for the purposes of assessment, not only do you assess the implications of flexibility, but you then ensure that the parameters that you have used for the purpose of assessment are framed within the DCO, and nothing that I've said is either inconsistent with that or should be understood as being inconsistent. Indeed, it is precisely this sort of situation which the use of the Rochdale envelope is designed to accommodate indeed,

and I wasn't suggesting anything other than that. Mr. Brims already brought in the point about the Rochdale envelope. So it was worth covering that to make sure we were really clear on that matter. Mr. Nesbitt, I'm conscious you've had your hand up again. Do you still need the the screen shared with the plan, or are we okay to remove that now?

Thank you. I think if just leave it up for a moment, if that's okay, that's fine. I think there's, there's just a couple of points I'd like to respond on there. Mr. Philpott is correct in in the way he characterizes our case. It is not a challenge to the need case per se, or the need for these works. It is specifically an objection to the extent of land take and whether that's reasonably justified in the circumstances Rochdale being an EIA concept, and they're being separate tests associated with compulsory acquisition or albeit informed by Rochdale principles. So that. So that is a fair characterization. I think where my client would challenge. What's been said to date is, is in connection with the watch, what, what? What is a reasonable level of design for this stage of the project, my client says this, this is a key intervention and an obvious point of crossing for the for the project, there's only so many places where pipelines can cross this river, and it will be obvious from the drawings that there isn't. Many sites which are currently not already developed along along the river edge. So it's been known for some time this would be the crossing point. My clients been very straightforward about its development aspirations and its concerns about land take, and it considers that it would have been reasonable by this stage to have advanced the design of the river crossing beyond where we're at today. And I note the reference to ground investigations and surveys, my client has been completely open with HTT side about the willingness to agree to survey effort to advance design, it just hasn't been done by this stage. And this project, you know, has been around in design terms for some substantial time, and this crossing point hasn't changed. So we say this, this should be more advanced, and that would be far more reasonable and proportionate for affected landowners. Thank you.

Thank you. I think we will probably touch on this again later. So I'm going to probably draw that line of discussion to a conclusion now unconscious. Mr. Butler, would like to ask you a further question, Mr. Nesbit, and then after that, we'll come back to the applicant for any further comments.

Yes.

Thank you, Mr. Nesbit, you mentioned that your that navigator terminals have made a planning application, and I wondered what the status of that planning application was. Is it still under determination? Is it validated, if you give us a bit more detail about it, either now, or if you don't have that information, you can follow up a deadline for

I'm very happy to do that. Yes, my understanding is it is valid. It is under consideration and at a relatively advanced stage, having been consulted upon, etc, I can, I can update the examining authority on the precise position in follow up to this hearing. If that, if that assists,

we'd be grateful with that information. Please. Mr. Elizabeth, thank you,

certainly thank you.

Mr. Philpott, do you have any closing comments about I

understand? Mr. Pete, just wanted to pick up one point. Thank

you. Mr. Pete.

Joshua Pete, on behalf of the applicant, again, thanks, Mr. Nosebet, for your comments in relation to the flexibility and the design around the tunnel crossing. I think I'd just refer to the actions taken away from our recent meeting, which will come back on and provide further written detail on the overlaps and on the project and the existing apparatus and navigators proposed development within their land and in relation to the surveys, we intend to issue a survey license within the week.

Thank you. Any final comments, Mr. Nesbit, on what you just heard? I presume that's just a confirmation for you.

No nothing further. Thank you very much, sir.

Thank you very much. I'm conscious it's now 10 past one. I'm also very conscious that there's a number of people that haven't had the chance to speak and have been sitting patiently all morning. Thank you for your patience. It is important that we get through the agenda, so I will ask you to be patient for slightly longer. We will break for lunch now. We will reconvene at 155 during lunch. We will have a review of the agenda to see if there are any items we feel could be referred to written responses, so that we can make sure that we do have enough time to cover the substantive items that we need to with all parties. So we will have a review of that and may change the agenda ever so slightly, but I'm sure that just keep you all on your toes after a lovely lunch. So 155 so we'll adjourn this session now. Thank you very much. Applause.