



Hearing Transcript

Project:	H2 Teesside
Hearing:	Recording of Compulsory Acquisition Hearing 2 (CAH2) - Part 2
Date:	13 January 2025

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TRANSCRIPT_H2TEESIDE_CAH2_SESSION 2_13012025

00:05

I'd just like to say, welcome back to everybody. The time now is 1150 and we're resuming this compulsory acquisition hearing too, before we continue. Can the case team please confirm everyone who wishes to be here has joined back and that the live streaming digital recording has recommenced, please. Yes, it has. Yeah. Thank you very much. Before we continue with the gender item forms to Phil what was Philpott was going to come back to us the examining authority that is, with regard to the questions on Crown land and the questions on costs. Would you like to do something now? Mr. Philpott,

00:46

Thank you, Sir Harry wood, Phil but on behalf of the applicant, I'll deal with the Crown land point now, if I may, on the other matter, in order to make sure that the answer is full and accurate, I'm going to ask if you can be content for us to deal with that one in writing in due course. So far as the Crown land is concerned, it is correct that there are additional rights sought in relation to Crown land plots. No additional Crown land is involved. So there's no reference to the Crown land in the supplementary statement of reasons, but essentially that is because the plot in question is already one in respect of which the Crown's consent will be required, and we are in discussions with them in relation to that plot. And therefore there's no change in principle to what is involved there. They will need to consent. We will need to continue discussing with them. And so although it's not specifically dealt with in the statement of reasons, there is nothing material that changes as a result of that in terms of the overall position.

02:08

Okay, noted. Mr. Simms, did you want to ask anything further in response to that question? No, I think

02:15

that's fine. Mr. Barra, I think it's broadly as I was expecting, but it's good to have it closed out. So thank you, Mr. Philpott, for that. Okay,

02:23

can we mark down the response to the costs one as an action point? Then, if that's at all possible, please, just so it's captured in the the action points at the end. Thank you. Before we move forward, I just wanted to say something about continuing to negotiate on protective provisions and on other agreements post close of the examination, clearly, that leaves us in a very difficult position if that is the case. And also the Secretary of State was very critical in terms of net zero Teesside development consent order when making their decision about the continuation of negotiations post close of the examination during the decision making period, I would urge the applicant to resolve these issues prior

to the close of the examination, because failure to do so means that we will then have to make some very difficult decisions which the applicant may or may not be happy with, and the power is within your own power to resolve these matters now. So I would just again, I know it's like, you know, we we've said it. We said it at the the first issue specific hearing, we said it at the second issue specific hearing, but we would urge you to get these matters resolved prior to the close of the examination. I won't push it any further than that, but it will leave us in a very difficult position if protected provisions and side agreements aren't agreed prior to the close of the examination, having said that I'm going to pass back to Mr. Sims to take us back for take us forward with regard to agenda items four, please.

04:17

Thank you very much. Mr. Butler, Mr. Phil but just before we were on did you want to reply to Mr. Butler at all, or should we just move on?

04:26

Well, sir, all I would say is, of course, that those points are well understood. You'll also appreciate, sir. I'm sure that so far as the applicant is concerned, and those negotiating on behalf of the applicant, there is a balance to be struck when seeking to agree. There are some occasions where two parties are involved in negotiations, and sometimes there is a balance to be struck between simply capitulating to unreasonable or unacceptable demands made by interested parties. Is, on the one hand, in order to reach agreement, and the alternative of leaving those matters to the Secretary of State, and although we would rather reach agreement wherever possible, and we are straining every sinew to do that, that doesn't guarantee that agreement will be reached in all cases. And where that is the case, it may be necessary for decisions to be made. We recognize the risks involved in that, but those have to balance against the risks involved in accepting what, in our view, are unacceptable provisions where that is what is proposed.

05:33

Okay, I understand that, Mr. Philpot, all I would do is urge you to endeavor to resolve these matters prior to the close of the examination. It's very frustrating sitting on this side, watching the negotiations, bearing in mind it was raised on on the day we held the pruning meeting at the first issue specific hearing in the afternoon. And we're now about six weeks from the end of the examination, and we're still saying the same things, but I'm not going to push it any further than that. Thank you very much for your response. I'll let Mr. Simms continue.

06:08

Thank you, Mr. Butler, so Miss Hurley.

06:17

Thank you. I think next in line is BOC sorry. Georgina herling Sorry, the applicant has continued to engage with BOC limited and their representatives, representatives in relation to the protector provisions, as noted previously, the applicant does not require land agreements with BOC the applicant has received information from provided by BOC limited shortly before deadline three, and has incorporated that within the latest book of reference, the applicant solicitors have remained engaged with BOC limited solicitors, having reviewed and amended the draft protective provisions on the sixth of

December, and have issued on the 13th of January an updated version of this draft With a view to reaching agreement, by the way, of a side agreement between the parties. Thank

07:06

you very much. So just, just so I'm clear, the latest date in January you mentioned was the 13th of January. And was that you providing BOC with the latest draft, or then providing you with the latest draft.

07:22

That was the applicant providing them with the draft.

07:25

Okay, okay, thank you for that. Miss Tetley Jones, can you just confirm that that is the latest and, yeah, 13 January, I believe is today. It is today. Yes, yeah, just kind of making sure I was right there. So, yeah. So, so you've received some things today, which obviously you haven't had chance. Please feel free to put your your video on Is there anything else you'd like to say in terms of the progress that is being made,

08:03

yes. So just to confirm, Emily Turley Jones, on behalf of BOC limited, just to confirm the point in that initial question, yes, BOC sent out the last comments on the protective provisions in play on the sixth of December and as of 1113, today, we have had a without prejudice letter in from the applicants, solicitors that We have not yet looked at. So just a comment from us generally on on timings, our position. So bocs position remains as described in the previously in the relevant representations. BOC continues to have no objection to the application in principle, provided that appropriate protective provisions are either inserted on face of the order or preferably agreed by way of a compromise agreement. Ba, see, extensive network of pipelines is key, as we've mentioned previously, to supplying industrial gasses to key stakeholders at Teesside. So ensuring that those gasses can continue to flow is crucial, not only to bocs operations and businesses, but but all the stakeholders in the wider Teesside area. And the point raised by Anglo American earlier that is also relevant to BOC is there are a number of pinch points in this pipeline network where it is. Is at the moment unclear as to exactly what the nature of the rights are, exactly what sought and exactly what those interactions will look like. And therefore we do need clarity on certain informations, on those pinch points that said, we do think that protective provisions can be agreed by the parties as long as there is enough willingness to build in scope to approve and verify plans and

10:39

proposals so

10:43

yes, a particular concern for BOC limited which may not be the same for the other applicants, relates to the teas crossing on the 24th of November. 2024 BOC attended a presentation by the applicant in respect of the applicants works, proposals as to the T's crossing, VACC has buried, buried nitrogen lines through the two existing tunnels under the T teas, as well as a currently dormant pipeline. The

applicant proposes to use micro tunneling, high directional drilling, or both, albeit the precise level of the detail is not yet available, the presentation raised serious concerns within voc engineering as to the potential impact of such works on the infrastructure at this Location field, Fisher subsequently returned its comments on the protected provisions to the applicants solicitors on the sixth of December, together with a micro board tunnel risk register assessment, analyzing the respective categories and risks associated with the current plans, associated with the teas crossing. So we just wanted to raise that on behalf of the OC as mentioned, we have only two day received a response on the protective provisions, but have not yet managed to review those. It is bocs view that the negotiations for protective provisions are not being progressed in a sufficiently timely manner, and indeed, progress only seems to be made in the teeth of hearings being held, which is not particularly helpful, we would remind the applicant that the use of compulsory purchase powers is a matter of last resort, and that negotiations for the relevant rights should be taking place. The guidance on the CPO powers says that the as a general rule, the authority to acquire the land compulsory should only be sought as part of an order granting development consent if attempts to acquire by agreement fail, and the willingness to reach that agreement at the moment we would submit is lacking, the applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition have been explored, and the examining authority will recall that at ca h1, most of those appearing observed that there had been little or slow progress in resolving their concerns and reaching an agreement. And unfortunately, we would submit that that is still the case. The deadline for responses to action points arriving arising, pardon me, from hearings held during the week commencing is in the week commencing 22nd of Jan, 25 we obviously have the follow up from the oral submissions on the 22nd of Jan, and requires on the sixth of February, with the examination due to finish on the 28th of February, we would suggest that to the extent that there is still no agreement on the protective provisions, that we could pencil in a further hearing date between the sixth of February and the 28th of February, if that is necessary. And to the extent that no protective provisions are agreed between the parties, voc limited will need to ask the inspectorate to amend the order to include protected provisions drafted by fields Fisher in order to adequately safeguard its business and operations. Duncan's,

15:02

thank you. Mrs. Techley Jones, I think some of the your points were possibly covered by Mr. Butler before you started speaking so but appreciate you have every right to make those same points again. Mr. Philpott,

15:22

yes sir. Harry wood, Phil Park Casey, on behalf of the applicant, so the applicant doesn't recognize or accept the suggestion that there has been a failure to engage in a timely manner. And one needs to put the dates that have been referred to in context, which I'll now seek to do. The first point to make is that bilateral discussions have been ongoing since the first part of 2024 with the applicant having devoted significant efforts and resources to reviewing, drafting and negotiating protective provisions for bocs, benefit that has been supplemented with numerous joint calls and meetings and associated correspondence on a direct client to client level over the past several months. Now, in terms of the most recent drafting, the most recent traveling draft, as you've heard, was provided by BOC solicitors on the sixth of december 2025 but that document contained a significant number of amendments compared to the previous draft, and required in depth, line by line review by the applicant in its technical and legal

themes over the Christmas holiday period, the text That was provided by BOC solicitors was also not compliant with the relevant statutory instrument standards and required extensive manual redrafting to put it into a position where it was acceptable in in form, leaving aside questions of function that significant work has resulted in a fully drafted side agreement which has been issued, as you've heard, to BOC solicitors this morning. It incorporates a full suite of protective provisions as an appendix which have been prepared with regard to BOC stated position as to the protections that it would seek. So we anticipate, when BOC looks at that, it will find that in substance, there is a great deal in there that will make agreement easier. And we hope that by having moved in that way, that will help to allay their concerns. So we look forward to receiving bocs comments, hopefully agreement in due course. But it would not be fair or accurate to characterize the applicants as approach, as a failure to engage in a timely manner. It has done so, but that gives you some understanding of some of the work that is required in order to turn around a document that we receive into something that we can then potentially adopt as a counter offer put forward then to Bac solicitors.

18:16

Thank you, Mr. What was really useful clarification from your from, from yourselves. Mrs. Technically Jones, did you wish to respond, or are we to the point where you need to go away and review those documents that you've received today?

18:33

We will need to review those what, what I would say, and I won't, don't propose taking up the inspectorates time on that is that we don't agree what's just been said on the timeline or the engagement, and it might be helpful if we submitted a more detailed timeline of what those engagements were. And the other point to just make is that the amendments, I believe that Mr. Philpott is talking about, or at least a significant section of them relates to the issue specifically surrounding my clients, concerns relating to the teas crossing. But as I said, we would propose putting that in writing rather than taking up any further time.

19:21

Okay. Thank you very much. We have a deadline, which we've highlighted, so feel free to make your representations as you wish Mr. Wilbur or Mrs. Hurley. Do you have any final comments to make about BOC in response to ms techie Jones,

19:37

so thank you. We'll look to see what comes in in writing, and we will respond to that when we've seen it. Thank

19:43

you very much. Miss Hurley.

19:48

Thank you. Georgina Hurley, on behalf of the applicant, I'll now move into cats North Sea limited. The applicants and cats North Sea limited have now established a recurring. Weekly interface meeting between the technical leads, the most recent of which was the eighth of January, and to continue to

continue to and to discuss the potential interaction between the proposed development and cats infrastructure. These meetings are then informing and and the review of the progression of the prospective legal agreements which were progressed most recently on the 18th of december 2024 in parallel, discussions are ongoing as to the form of suitable protective provisions. And cats North Sea limited have confirmed that, from a technical perspective, there is no reason why a similar approach to the protected provisions contained within the North within the net zero T side DCO would not be appropriate. The parties will continue to engage to progress these negotiations on this basis.

20:46

Okay, so just, just in a similar vein, we just discussed, you say the latest legal agreements was the 18th of December. What status are they at in terms of who they're with for review and responding? Please do

21:05

I believe there with cats, multi limited for review.

21:11

Okay. Thank you very much. That's helpful. Just so you know, I'll probably be asking the same thing. If you have the similar statement to make that they're just it being updated. So I say, as Mr. Butler said, I think we've only got about six weeks left of the examination, so knowing where they are and how they're progressing is quite important to us, just to get an overall view. Thank you very much. And cats nor see aren't with us today, so I will move on to cf Well, I believe it's for CF fertilizers. Would that be

21:44

right? Yes. Judge nirland on behalf of the applicant, yes, that's correct. The applicant has received comments from CF fertilizers in relation to the draft protected provisions. The parties attended a meeting most recently on the 21st of December to discuss the draft protected provisions. And on the 10th of January, 2025 CF fertilizers informed the applicant that it will provide a list of principles that it considers the protected provisions should address where the applicant is currently. The applicant is now currently reviewing prior these prior to replying to CF fertilizers in relation to the land agreements Dow call McLaren and CF fertilizers will continue to have discussions on the heads of terms, and the parties are hopeful that necessary land rights can be secured via voluntary agreement.

22:30

Okay, thank you, Mr. Nesbit, welcome back, and I think it's going to be the first of your many pop ups today. So, so is what you've heard from Miss Hurley, the status as you believe it.

22:50

Yes, Sir Peter knows. But ever shed Sutherland representing CF, fertilizers, UK, limited, yeah. So that was a pretty accurate summary of the position, I would say there was some fairly significant misalignment between the parties in relation to the initial draft of the protected provisions that prompted a number of technical meetings, which I think have identified a path forward and And in relation to that, it is with CF fertilizers to write with. It's considered appropriate heads of terms on that way forward

which is going to happen imminently. So I would hope that this is a set of protected provisions that can certainly be completed within the examination period.

23:42

Yes, I mean, I hope we can mean hearing that with six weeks ago, we're getting to the stage of only now submitting the things that we would like to see in protective provision. I know you said that there was some misalignment, which I, you know, I know at times, has to be rectified first. I hope, as we've said a number of times, that your your optimism is is seen, and we do get to the point of agreement by the end of the application, but hopefully those, those comments you've made will be in a format that Mr. Philpott and the team can turn around reasonably quickly. So thank you for that. Miss Hurley. Mr. Philpot, is there any further comments you would like to make following Mr. Nesbitt comments?

24:38

Georgina Hurley, on behalf of the applicant, there's no further comments from us. Okay.

24:41

Thanks very much. I think we can move on.

24:47

Then the next on my list is industrial chemicals. On the 26th of November, the applicant attended a meeting with industrial chemicals to understand the impacts of the proposed development and. The and the appropriate protected provisions. Since that meeting, the parties have discussed these matters in more detail, most recently on the 10th of January by email. Once the parties reach an agreement on the principles of the protective provisions, the applicant will circulate full drafts. The applicant anticipates that the parties will be able to agree protected provisions before the end of examination.

25:21

Thank you very much. And I know industrial chemicals aren't in attendance, and with the no apology for boring, for with repetition, same comment as I just made to Mr. Nesbit, you know, with six weeks to go, if you're looking at agreeing the principles of what will be in the protective provision, I seriously hope that that can gain a lot of traction and and and speed along nicely within the last six weeks of the of the examination, and hopefully those meetings will bear fruit. Thank you. Just, there was a just, I did note from industrial chemicals that they, and I would have asked them this, if they were here, that they had a concerned use about language in relationship to Huntsman drive, where they highlighted that you were using the language the applicant was using the language preventing access in relation to Huntsman drive. It jumped out of me as this kind of a reasonably serious potential problem for them. Is that being addressed within the negotiations, or is that one of the principal issues for the protective provisions? I

26:44

I would fill pot. I'm sorry I was I was always expecting Mrs.

26:48

Hurley, but I think we were looking to Mr. Ibrahimzadi Just to deal with that.

27:00

Thank you, sir, Mr. Elmer, from speaking on behalf of the applicant as early as saying earlier, we have had meaningful engagement with industrial chemicals limited our understanding is that that concern is relating to the use of standard terminology around potential extinguishment of rights in in our engagements with industrial chemicals and police to inform that we've been able to agree that these are points that can be resolved through appropriate protective provisions, and we are working with industrial chemicals limited on on those protected provisions. Okay? In

27:34

a similar vein, what I what I've got you here, Mr. Ibram, I think it's probably a question directed to you. Is there anyone else that use Huntsman's drive in addition to industrial chemicals, that would need the same protection, but hasn't got that through individual protective provisions?

27:58

Mister, speaking on behalf of the applicant, just for reference, geographical reference, Huntsman drive is there is the private road that the so we, with the examining authority, drove on a site to access the subject site. There are a number of parties that use that road to access their operational facilities, including SABIC navigator and other interested parties that are represented here, as you'll you'll have heard by now, we are doing protected provisions with most of those, with all of those counter parties in the in in a fairly new written representation, a new counterpart at Green Energy also raised concerns with regards to use of that road and how they how they use that road to access their operational facilities. So we are also in discussions with green energy with regards to appropriate protections for the use of for their use of that road.

29:02

It is something we we I will have on the agenda for what will likely be this afternoon about general access and and and how people that might not have the benefit of an individual protective provision will be having the same protective rights. So we'll come on to that this afternoon. I won't dwell on it here, but I just wanted to make sure, because it was something that specifically raised and I was, I was at 99% sure that Huntsman's drive was being used for other people, but I wanted to understand whether that same issue has was being included with others protective provisions. But we'll come back to that this later this afternoon, as well. Any other comments about industrial chemicals? Mr. Hurley?

29:50

Georgina Hurley, on behalf of the applicant, no, there's no further comments. Thank you. Can I just

29:56

just clarify? Are you going to be talking about h2 North East limited or. Are we not going to be highlighting them this time? Georgina Holly,

30:05

on behalf of the applicant, yes, I was planning on addressing that next. Okay, that's

30:09

fine. Just checking my alphabet. Thank you,

30:13

Georgina, he half of the applicant. With regards to h2 North East, the applicant and h2 North East limited have been in direct discussions with in in order to clarify the scope of h2 North East practical concerns. H2 North East has confirmed that its principal area focus, given the very early stage of the development of H the h2 North East project, is to put in place a high level framework to secure regular engagement meetings between the applicant and h2 North East technical teams, together with the sharing of appropriate information on finalized pipeline routing as the detailed design of the proposed development progresses following the grant of the DCO.

30:53

Okay. Thank you very much. And h2 North East aren't in attendance today, so I think we'd ask you to move on please.

31:06

Thank you. Georgina Hurley, on behalf of the applicant, next is INEOS night trials. The applicant's negotiations with INEOS night trials UK are now at an advanced stage, and legal agreements will be progressed shortly, with the voluntary agreements expected to be concluded prior to the end of examination. Protective provisions negotiations are also at an advanced stage, with the parties holding fortnightly meetings to discuss these with the most recent being on the 18th of December, the applicant anticipates that the parties will be able to agree protective provisions before the end of examination.

31:39

Okay, and the status of where those are at in terms of who's agree or who's proposing what, and who's due to respond.

31:55

Georgina Hurley, on behalf of the applicant, the protected provisions are with INEOS night trials currently.

32:02

Thank you very much. Mr. Nesbit Alyssa

32:11

Peter Nesbitt, on behalf of the any OS night trials, again, an accurate summary of the position. Protected provisions, or draft protected provisions were submitted at the last deadline. The side agreements reached a fairly advanced stage. There has been some change of personnel, with a retirement at INEOS, which has slightly delayed the approval process. But we're, we're very close to seeing this one over the line.

32:42

Excellent. So you, so you agree it's down to you to respond, to take the next action,

32:47

to go back. Yes. So in relation to the side agreement, yes, the protected provisions are there to be reviewed.

32:57

That's good that we're aligned with what we're, we're hearing That's great news. Thank you very much. Miss, uh, Miss Hurley, any final comments on

33:10

INEOS? Um, Georgina Hurley, on behalf of the applicant, no, there's no further comments.

33:14

Thank you very much. Okay.

33:18

Um, next on my list is Lighthouse green fuels. The applicant is currently in negotiations with Lighthouse green fuels to discuss the protected provisions, and most recently held a meeting on the 29th of November. The applicant is currently drafting a set of protected provisions which will address the concerns that lighthouse greenfields have raised. The applicant anticipates the parties will be able to agree protective provisions for Lighthouse green fuels existing and future infrastructure before the end of examination.

33:49

Thank you very much, Miss Reese, you're here on behalf of Lighthouse green fuels. Is that the same position as you would agree to please?

33:59

Hello, sir. Miss Reese, appearing for Lighthouse green fuels, I'll just refer to them as lgf for convenience. Yes, that that does reflect our position. As you'll be aware, lgf submitted its preferred protective provisions at deadline five A as just as there had been somewhat slow progress to date. However, since submitting that, we've been in contact with the applicant, as they've just confirmed there now have the protective provisions in hand, and we have a meeting scheduled with them for the 21st of January to discuss them. So we're also hopeful that protective provisions can be agreed. I just wanted to record with regard to specific plots that are being proposed to be compulsory acquired. Lgf notes that until appropriate protection, protective provisions are agreed, it maintains its objection to the compulsory accession of plot 941, That was the one where there's a potential AGI location. We just wish to make a clarification in relation to our response to the second written question, two, point 6.4, and that was in our rep. The number was R, E, p5, hyphen, 077, in that question, we responded in relation to plot 941 but mistakenly referenced plot 916 so just wanted to clarify that and that in relation to 916 which the question also asked about the applicant requested, in our deadline to submission that we require further information from the applicant in relation to the compulsory acquisition of that plot as it as lgf occupies the benefits of several utility services in that location, so hopefully we can discuss that with The applicant at our next scheduled meeting,

36:01

okay, yeah, I hope you can, and I hope that progresses, certainly as you've both drafting relevant protection provisions, hopefully that will be able to go and thank you for the correction of the error in the response to our questions. Anything else you'd like to say, Miss Reese,

36:21

no sir, that's it. Thank you.

36:22

Thank you. Miss early, any any fee, any come comments on the What's you've heard from? Miss Reese,

36:30

I know Georgina Hurley. On behalf of the applicant, know that we have no further comments.

36:35

Thank you very much. Okay, and next please.

36:41

Harry would on behalf of the applicant. So I'm going to deal with national grid electricity transmission PLC. So this is one of the statutory undertakers that also comes as part of this list. And there are two aspects to this, first of all, in terms of protective provisions, and then secondly, the the issue that's been raised about the expansion plans that enget has its salt home substation. I'll deal with them in in order, yeah,

37:11

it was obviously going to be one of my questions. So let's, let's cover that. Thank you.

37:17

So, so far as the driver protective provisions are concerned. The applicants and its appointed agents have continued to engage with enget by with emails and online meetings, the applicants legal representatives issued an updated version of the protected revisions to enget on the 14th of November last year for review and comment and the applicant's legal representatives have requested updates. Most recently on the 16th of december 2024 the draft protected provisions are currently as I understand it, with ang get for response, and the parties continue to negotiate those terms and expects to be able to reach agreement before the end of the examination period in terms of the protective provisions. So far as the enget expansion plans at the salt home substation are concerned. Just by way of background, my understanding is that this is not a point that had been raised in the pre application stage and pre application consultation. It's a point that's emerged since then, once the point has been had been raised, the applicant sought and gets consent to access their land in order to undertake intrusive and non intrusive surveys in order to assess the position and options for dealing with it. But that was not forthcoming. And also asked for engineering drawings in relation to N gets expansion plans, those that the engineering information, as you'll have seen, came at deadline five on the 18th of December. So shortly before the Christmas period, an access as I understand it, has been granted as

of last week, as I understand it, and the parties have engaged in order to seek to find an acceptable way of dealing with this issue, and a technical meeting took place on the seventh of January, So last week to try and facilitate a solution, and the parties have been working constructively to identify a mutually acceptable way of dealing with the concerns that get has raised, from the applicant's perspective, we are optimistic that a solution has been identified. That is subject to final confirmation, you'll appreciate so that, because of the timing of this, that this is an issue which has been moving rapidly, but as of today, we are optimistic that it's not yet been finally confirmed. In order to give you some idea of where this would go, ultimately, assuming that that is confirmed to be an acceptable way forward, it would involve a non material change to the application in order to put it into effect, and that change would not involve any change to the order limits. What it would involve is moving the AGI that is proposed within an gets land to the north in order to create a combined AGI on the land that is shown in pink on the land plans as a site for another AGI so effectively that that would become a combined AGI and the that is the pink land as I understand it, which is shown on sheet three of the land plans, lots, 335-330-6338, 35 336, 338, and 339, and that my understanding is matters stand. So that would involve a change to the land plans and the works plans in order to reflect that so far as environmental impact is concerned, my instructions are that it would not involve any change, because the assessment of the AGI on the pink land to the north as assumed as a worst case, that that land is effectively filled by AGI, because it creates, effectively a Rochelle envelope. So if you created a combined AGI on that land. My understanding is that it would not give rise to any changes, either in relation to EIA or also in relation to HRA. Now we are conscious, of course, that that is a change that if it is going to be introduced during the examination, would have to be introduced very rapidly, not least because, even as a non material change and without the opportunity for or necessity In those circumstances, for consultation before submitting the change application, there would still need to be an opportunity for parties to comment on it, and for you and your colleagues in the examining authority to examine the impacts of such a change. So we raise it now the first opportunity to identify that that subject confirmation is in the offing, in order to keep you up to date, but also to give you an opportunity to make any initial comments if you wish to at this stage as to the implications of Making such a request.

43:21

Thank you. Can I just, I'm going to what I'm going to do, just so that we're all thinking about this. I'm going to ask Mr. Butler to come in in a minute to to help me answer those questions about process. So I'm going to give him thinking time for that while I think about the here and now so that we can make sure we're all clear on what has and what is happening. So I'll come to you in a minute. Mr. Butler, if that's okay. So could I just clarify with so for n get I think it misses knowable. I noble,

44:04

thank you, sir. Yes. David noble, on behalf of national grid electricity transmission,

44:08

thank you, and you're very welcome to your first hearing on this, this meeting, this application. Can I just confirm that what Mr. Philpott has summarized is the position that you in and get see. And I would also just, just out of closing out a question, just want clarification on when you believe, when, when you did first raise this issue with the applicant. Please,

44:38

sir, yes, I'll address that point first in terms of timeline, sir. I think by way of context, it should be understood that the expansion of salt home substation is not something that prior to this application enget was actively already developing. That's because of the timeline. And I think the date that it would be due to be live is 2035 however, sir, as at the date of N gets relevant representation. That was the first of July. 2024 enget did make clear that it was in the early stage of assessing the impact of a number of connection applications on salt home substation. So sir, as at July 2024 it was flagged at that stage that there may well be a need for an extension, modification, or offline replacement of either enget or MPG substation to be brought forward on the undeveloped land owned by enget at the substation. So, sir, since that date, work has obviously progressed on that and it has become apparent, it has been confirmed that there is a physical incompatibility between the proposals. Enget has also done work to confirm that that expansion would, in fact, be required. And so you'll have seen in our deadline five representations and engineering report that we submitted respect of those matters. That's rep 5063, so so that that is my understanding of at least in the context of the examination and the application process when that was raised, okay, now, sir, to kind of where we're up to now.

46:26

Yes, please, so Sir,

46:31

in terms of where we're up to now, Mr. Philpotts summary is accurate. That is, as matters stand, as of this morning, would you like me so to respond on behalf then get to kind of the substance of those proposals at this stage? Yes, please. Thanks. So, as you will be aware from reading in particular, our deadline, five representations, the fundamental issue underpinning our objection is that the use of compulsory acquisition powers and the construction of the proposed development will render it impossible for us to deliver the expanded substation on the land that we hold. And, sir, you will have got this point, but it's not a matter therefore that's capable of being resolved by protective provisions, as a matter of principle, sir, the proposed solution of removing the AGI that's proposed on the pink plan that's proposed for permanent acquisition on the substation site would go a considerable way, as a matter of principle, to resolving the fundamental objection raised by N Get and resolving that physical incompatibility between the proposals. So if that solution does resolve our concerns, we would be willing to enter into terms for an easement required for the pipeline corridor across our land. This is subject to point sir. First, we are concerned about timeframe. From our perspective, there is a need for sufficient time to fully interrogate the solution that's being proposed by the applicant from an engineering perspective, in order to ensure that it does effectively leave sufficient space on the land to deliver the expanded substation proposals. And that will take some time, sir, and I'm sure that similar work will be needed on the applicant side to ensure that that solution works, the proposed solution works for them. So at present and until that work is completed, we're simply not in a position to confirm definitively that that alternative proposal, which was only proposed last week for the first time, and in respect to which we haven't yet seen plans would address our objection. The second point, sir, is simply to note that there are other points made in our representations, in particular part two of our engineering report, which submitted deadline five, regarding the ability to maintain our existing assets and infrastructure, they would still be outstanding to at least some extent, and therefore we do consider we'd still require protective provisions. And I note Mr. Philpott said that progress was being made on

those so we would, we'll seek to work with the applicant in respect to those protective provisions that we would still require in the form that we submitted them at our relevant representation stage. So, sir, I hope that is helpful in terms of summarizing where we see matters we are. We see it as positive that a potential solution has been identified. We do have concerns at this early stage, well in this the late stage in the examination process, but the early stage in terms of developing these proposals

49:42

Okay. Thank you very much. I did have a number of questions that I was going to ask about this, but the additional information that you've both given me is just giving me course to have a little bit of a rethink about what I need to know. So I. Think from the engineering team, and I think you've got a number of people sitting around your table. It's good to see you all the obviously, you had a meeting last week, as was just highlighted, the proposal that's come forward. I presume that's not going to be completely new to you, and it was the result of the discussions that you were having at that meeting,

50:26

sir. To assist you with this, I'm going to just introduce Mr. Tariq amale from engad, who's sitting across from me. Hopefully the camera will go over him.

50:35

Yeah, we can see. Well, let's hope so. Let's see how that works.

50:40

Yeah, good morning, sir. My name is Terry Codd, representing Enge, so I'm the regional connections manager for the North Eastern customer connections. And salt home substation falls under my team's remit to enable customers to connect there. So yeah. So the meeting that we had last Tuesday was a meeting that we kind of planned with the applicant to look at alternative solutions. And during that conversation, we looked at an engineering kind of alternative which considered the sort of removing of the AGI, and that was kind of that proposal was only considered during that meeting, and now we're we're working with the applicant, both our sort of engineering team, along with theirs, to look at Whether the that solution is technically feasible for

51:41

both parties.

51:44

Okay? I mean, that's, that's what I was expecting you to say. I was hoping that they wouldn't go the applicant wouldn't go away and just come up with something that you weren't at all aware of. So that's good to know. What sort of you know, it's been highlighted by Miss noble about timescales. What are your realistic timescales for reviewing the proposals that have come forward?

52:13

Yeah, so, so currently, we're looking to come to some review of that technical sorry, the technical solution by end of January, and I think both teams are working closely together to try and expedite it, if possible. But that's the current plan.

52:39

Okay? The plans that were included in the the the optioneering report that was included at deadline five. If anyone feels the need to share these, I'm happy to have them shared. But obviously there's two parties that know them intimately, but I'm, you know, they're there for sharing. All the options seem to have the proposed hydrogen pipeline very much squeezed into the extremities of the available site. And I was very unsure of whether it was still going to be an option to actually have that space available for the pipe for not only construction, but future maintenance. And, you know, you know, need for, for spacing between different places. So I'm very happy for either in get or the applicant to respond on that see Mr. Philpott put his video on so I'm happy to have a response from Mr. Philpott on that to begin with. Please.

53:51

Thank you, sir. Harry wood, Phil but on behalf of the applicant, I asked Mr. Ibrahim Zadi to deal with that particular engineering point, and at some point, so either your colleague and they will wish to come back to the question of timing, and I'll deal with that when, when it's convenient. Okay?

54:13

Thank you, Mr. Honor this. Speaking on behalf of the applicant, first, I'll provide a a very high level overview of the compromise solution, I'll call it. We're looking at here, which will be helpful in understanding the pipeline routing and also the extent of the easement that will require for maintenance and construction. The the compromise solution that Mr. Philpott was describing earlier will require moving the AGI to the north, as Mr. Philpott was describing, it will also require doubling up the pipeline. So instead of having one pipeline on the end gateland, we need to have two pipelines now to be able to connect and move the AGI to where it was connecting to originally the we're in the process of following the meeting last Tuesday. We're in the process of developing. An initial plan to show what that would look like, and also in terms of the easement, which that would require, both for construction and also maintenance, the in terms of the the pipeline routing being close to the fence line of the land plot we're talking about, that has always been our routing philosophy in that we've always kept the pipeline as close to the fence line as possible to be able to minimize impacts on any proposed expansion plans or development plans on the anger land. So we do think that from a constructability point of view, we don't see any issues with having the pipeline, or not, the pipelines as close to the fence line as possible. One of the challenges that we're working through at the moment is to be able to convince ourselves, with regards to the deliverability of this new compromise solution, is the ground conditions in the area, and what that ground conditions would mean in with regards to the easement, which that would require for these new two pipelines that we're now looking to have on angered land as part of The compromise solution we have so we're using available ground condition data from previous projects, based on desktop analysis we've done to understand that and also finalize the widths of the easement for both for maintenance and construction, we'd need to be able to construct these two pipelines on and get land.

56:41

Thank you. Just just out the interest on the two pipelines, because I'm looking at the works the Indicative pipeline. Now, I presume you need the two pipelines so that you have the input from the the plant. But then the Out, Out pipe to Billingham. Is that why you need two pipes there? Now,

56:56

that is correct, sir. The initial design philosophy behind the AGI that's that was planned, or is planned to be on plot number three slash 19 was because to have a an equipment known as a pick trap to enable the insect inspectability of the pipeline, such that we can launch and receive devices known as inline inspection tools to gather data to manage the integrity of the pipeline. So if the Ag were to move to the north with we'd need to have an additional pipeline to connect it to the new AGI and also the Billingham area with this additional pipeline.

57:39

Thank you. That's, that's, that's great. Thanks very much. Okay, I think, without going into too much detail and taking the the rest of this hearing with this, it is obviously a reasonably serious issue that I know that is being resolved, I think I've got one more question before I ask Mr. Philpott and Mrs. Noble to both put their their screens on at the same time with Mr. Butler and I, Mr. Philpott, am I going to take this to the nth degree and say, if this can't be resolved, then the the the line to CALP and Bewley is simply not feasible.

58:30

But so the the answer to that is something that I would need to take instructions on in terms of where we would end up in those circumstances. But clearly you'll have picked up from the approach that has been taken both by my clients and by Miss Noble's clients, that these two infrastructure providers are seeking to find a way around this, and that's partly in recognition, as you'd expect, of the importance of N gets undertaking, and the fact that this is statutory Undertaker land, so we're seeking, rather than arguing over what can or can't be done, to focus on where we think there is a practical solution as to what happens in the event that that solution is not found. I need to reserve my position to take instructions on what the consequences of that might be, because that's not a point we've had to address so far.

59:25

Okay, the reason I the reason I ask, and I am jumping ahead, Mr. Philpot, but, but with six weeks to go and potentially not another opportunity to have this discussion, we'll have to discuss that. If it is simply not feasible, it renders the need for the acquisition of the rest of the land through to cowpen Bewley potentially in question? And I think I'd like you to consider that in your response, because if it simply can't be done at that location and and therefore the remainder of that pipeline is. Simply is not not workable. We need to understand what the consequences are for the need for acquisition with the status that you know about at the end of the application, at the end, as the end of the examination,

1:00:13

indeed, sir. And I'd like to, if I may, take the opportunities to deal with that in writing, yes and there are, there's another aspect to this, which are whenever going to come on to the point at which a decision ultimately needs to be made on the application, is not the end of the examination, it is the point at which

the Secretary of State makes a decision, and we are seeking, as we've indicated already, and we'll come on to discuss in more detail a change which could be made during the course of the examination in order to avoid this difficulty. We'll come on to discuss the practicalities of that and I should flag up now that there are, as the agenda anticipates, in relation to the coffee cup, some other changes that are in the offing. I'll indicate that now, and we'll come on to those. It is, of course, distinctly preferable to undertake any changes during the course of the examination, not least because it gives you and your colleagues an opportunity to examine the mental report on them to the Secretary of State. But in extremis, it is possible for changes to be made in the report in the period following the examination before the decision. There's no legal obstacle to that. But the Secretary of State then has to take on the task of ensuring that the procedure and process that is used to accommodate that is fair. In this case, there being no additional land that is required, no engagement of compulsory acquisition regulations, that is one option that we are speaking at the moment to find a way of making it possible to seek a change during the examination, so that so far as you and your colleagues are concerned, the issue is resolved during the examination, rather than being a matter outstanding that is then left for the Secretary of State to grapple with without your assistance. Yes,

1:02:26

and we're fully cognizant of that, Mr. Philbott, but thank you for reminding us that we do have that opportunity. We are very much encouraged not to leave questions for the secretary of state on simple principle that it takes a lot of time within the the allotted decision making period, if, if technical and detailed and complex discussions have to take place, it extends the it has them a greater potential to extend the decision making period over and above doing that in the examination. So for everyone's perspective, in particular, your own, your own clients that you know, trying to avoid that is preferential. I'm going to ask Mrs. Noble if you'd like to put your your screen on your your camera on now, and and Mister Butler as well. So Mr. Butler, can I? Can I from, from, from the examining authority's point of view? Can I ask you, and lead panel member, if you've got some initial thoughts about the timescales that Mr. Philpott has outlined?

1:03:36

Yes. Well, I mean, clearly the applicant is going to have to persuade us that the the changes are are non material, so because I don't believe there's enough time in the examination to to to open up times for further consultations and hearings if that triggers the CA regulations. Now, from what Mr. Philbot said, it doesn't sound like it does, but, but we need to, we need to know that and be able to assess that. And so far, all we've had is Mr. Philbott verbal confirmation of what they're intending to do with regard to in engad and their land, and also potentially the coffee cup handle land. What I would say is, in terms of national grid electricity transmission PLC, they, not, they, but, but that change. We need to. We need to start thinking about it now, so the earlier you can send us the notification, the the better. So I mean, technically, there's there's the preliminary letter of an intention to do a change request, and then there's the formal request. We need to see that stuff as soon as possible so that we can start to a. And to make an assessment as to whether or not the CA regulations are or are not triggered, we need to be certain whether the applicant's changes are material when taken together or non material. But we also need to consider whether or not, collectively or individually, the changes are so substantial or different characters to represent a different project, and we need to understand whether or not the changes will add new or additional significant environmental effects. Now I'm

assuming the answer most of those probably no, but, but until we see that detail and that information, we can't make that assessment. So we need, we need to see that information as soon as possible. That causes the applicant, I'm guessing, a bit of a problem in that there's no clear position yet from national grid electricity transmission PLC, as to whether or not what they are proposing is acceptable or not. So it's so it's a So, as far as I can see, it's a bit of a gamble from the applicant's point of view, but, but you need to sort that out as soon as possible. You know, we need to have a look at the content of the environmental impact assessment and the conclusions around significance of effects. We have to have a look at the information about habitats, regulations, assessments, and we also need to give people an opportunity to comment on it. So again, it's all time, time constraints. So Mr. Philbot, do you have any idea of when you're intending to make these submissions?

1:06:38

Well? So what I would say is that we've identified the deadline seven as being really the last opportunity we think for us to make a change request. We think any change request would need to come in by deadline seven in order for there to be an opportunity for parties to respond to the request, and for there to be an opportunity for any final requests or comments on responses ahead of the close of the examination, now that we would obviously seek to Do all necessary certain steps by then at the latest, but that is when we think that the final date would have to be on the assumption, as you've indicated, that this is a non material change, and that any other changes that are required are also non material there being a discretion on the part of the examining authority to avoid the need for a change notification in advance, if that is judged appropriate now in the circumstances that we're dealing with here, and we'll come on in due course to the other changes that are in contemplation. These are changes that are made in response to particular issues raised by interested parties, to address their issues, where in each case, as I understand it, not only is there no triggering of the compulsory acquisition regulations, but where they involve a change in the the order limits, they involve reduction. They don't have consequences in terms of raising materially new or materially different adverse effects, so far as EIA is concerned, and the parties who are affected by them are the parties who with whom we have been negotiating. So I offer that by way of an overview as to why we believe that this is a feasible way forward, but we recognize that we will need to move quickly in order to make that possible within the examination, and we are fully alive to the benefits for all parties of this being done within the examination, if that is at all possible. Yeah.

1:09:17

Thursday, sixth of February, gives us three weeks and one day left in the examination for, for your submission and and a response to, to come out from, from us, to to accept or not accept the change. So, I mean, I'll have to reserve judgment as to what happens eventually once, once the change request is submitted. But I do accept your point about notification. There seems to be little time left in the examination for an informal notification to of an intention to come in. So all I all I can really say is that, you know, ultimately, it's. For the applicant to decide whether or not to make the change request application, but you need to do it as soon as practically possible, managing the risk that the applicant would have to decide to take whether or not they've got a response from National Grid transmission PLC or not,

1:10:18

Mr. Philbott and Mr. Butler and and, and indeed, Mrs. Noble, can I make a suggestion that the applicant puts forward as soon as practical, and I mean within days or hours, rather than weeks, a proposed timeline that would allow and get to at least know what is being requested of them, and whether that's reasonable, and one that would then we can have a view on as to as to whether there are any potential gaps, and if that can be done within the next day or so, because you've probably got some thoughts in mind already. Mr. Philpott, anyway, so I'm hoping that won't be a big task. And I think the only other thing I would unless Mr. Butler kicks me under the table, which will be a very long way away, by the way, the police don't feel you need to stick to the published deadlines. If you feel that you can submit earlier and it's not a deadline, then we are obviously at discretion to accept those additional submissions outside of deadlines, so don't feel hamstrung by having a deadline to fix. But I know you know that, Mr. Phil, but you're very experienced, so if that did come about, as I'm sure, you would be making that request anyway.

1:11:37

So yes, that's that's understood, and we'll come back to you with that as soon as we can.

1:11:42

So Miss So Mrs. Noble and the and the get team. Is there anything else you would like to say now, bearing in mind, this is, this is an acquisition hearing rather than a technical meeting to try and discuss things. But obviously what we've discussed so far is really important. Is there anything else you'd like to say now

1:12:06

to us? Nothing. Sorry, Daisy noble and get nothing of substance. I think the suggestion of putting together a timetable is really sensible, and we are committed to working with the applicant to make this work, if at all possible. Clearly, that it may involve compromise in terms of our proposals, but ultimately, we need to do the engineering work to establish whether this would work or not. But we will do

1:12:31

so. Just to summarize the actions, Mr. Philpot obviously a timeline, as we've just suggested, and and a bit of a scenario plan about what happens if, if the engineering doesn't work, I think we would need to know what that potential is from the applicant's point of view before we think about our decisions about that. Any final comments? Mr. Pilbaud, do you think we've covered that?

1:12:55

No, so I don't. I don't think there's anything else I need to come back on hopefully, as you'll have gathered from the exchange, in terms of the description of how this has emerged, when it's emerged, and what the parties have been doing to address it, there isn't really any difference between what we're saying in factual terms and the intent and the mutual intent is, I hope, clear. So I don't really feel if there's a need for me to apply it,

1:13:23

that's fine. Thank you very much. Um, thank you very much. And get team. It's good to see you, and thank you, Mr. Butler, for helping me out on that one. It is now three minutes past one, but I'm very

conscious that National Grid transmissions have quite a large team with them, so and as they're probably next on the alphabet. I'm just going to say we'll cover the national group, national gas transmissions before lunch. Then we will adjourn for lunch and we will have a 44, zero minute break for lunch after we've covered national grass gas transmissions. And thank you to again to all of those who have been patiently waiting for your turn. This has necessarily taken a little bit longer than it might have done. So Mrs. Hurley, national gas transmissions, please.

1:14:08

Thank you. Georgina Hurley, on behalf of the the applicant. The applicant is currently in negotiations with national gas transmission on the protective provisions, most recently on the 22nd of November, national gas transmission provided comments and the amendments to the protected provisions. Currently, the applicant's legal representatives are finalizing the amended protected provisions, and a meeting is being arranged for this week to discuss them further. The applicant expects to reach an agreement on the protected provisions before the end of the examination period.

1:14:41

Thank you very much indeed, Mrs. Daly, is that? Is that the position that you, you and your team agree with,

1:14:52

and the position is that we haven't received any substantive response since the 22nd of November? Yes. I'm not aware of any meeting having been arranged this week of as of this week, but I will take instructions on that, sir.

1:15:07

Okay, so, so just to summarize, from your point of view, because we we've obviously read your deadline, five submission about lack of progress and substantive engagement. Are you suggesting that that lack of progress and substantive engagement remains from your point of view?

1:15:22

Yes, sir, it does. There have been community, there has been communication between the parties. But in terms of substantive engagement, we haven't received any substantive comments on the matters that are included within our deadline, five response since the 22nd of November, and just a further point, in terms of coming to an agreement. And clearly, we've we've come to appear today to say that we are concerned that our standard and usual protected provisions are not included in the development consent order, as things stand, and we haven't received and in particular, so that relates to the paragraph that would remove the applicant's ability to exercise compulsory acquisition powers or interfere with or extinguish easements in the absence of our agreement, we haven't seen anything from the applicant to suggest that they are going to move on that position. So as things stand, NGT is not confident that matters can be agreed.

1:16:20

Thank you. And the other point that you raised was about indemnity, and change to indemnity values is that still something that is outstanding in your from yourselves? Yes,

1:16:29

so sir. And whereas our deadline five representation referred to a proposed introduction of a cap on the indemnity to be provided by the applicant of 25 million pounds, we do note that the draft, revised development consent order that was submitted at deadline five doesn't include such a cap. And so, as you'll have seen from our deadline five representation paragraph three point 15, the absence of such a cap is entirely consistent with the content of other development consent orders, and indeed, this matter was specifically considered in the egbo gas fire generating station order of 2018 and the examining authority determined that to do so, to place such a cap would be unreasonable, and so it appears that that cap is not being pursued. But I would invite the applicant to confirm today that it agrees with NGT that the imposition of such a cap isn't appropriate, and that it's no longer going to seek one.

1:17:24

Thank you very much. So I will ask the applicant, and was intended to ask the applicant those two questions, whether they have a view as to the and obviously you have read the deadline five submissions Mr. Philpot from national gas transmissions.

1:17:42

So yes, I'm going to ask Mr. Ibrahimzadi to deal with this. He's closest to the negotiations, and he can provide you with the most up to date position from our perspective. Thank you.

1:17:53

Thank you, sir. Mr. Ibram Zade, speaking on behalf of the applicant in terms of engagement, or the latest on the engagement, We informed the examining authority. There has been an exchange of emails over the weekend, including yesterday, Sunday, for a meeting this week, either an in person or a virtual meeting following a number of email engagements in an attempt to organize this meeting before and over the Christmas period, the there has been, there is a by the relationship between the applicant and also national gas transmission, as you have seen from some of the the application documents, with regards to connections. The intention for the meeting this week is that to between high level engagement, between NGT and also the applicant to resolve those, those two substantive points that Miss Taylor was talking about, with regards to indemnities and also the compulsory acquisition rights and any other remaining points within this meeting that we're talking about. I am, I was going to suggest that I don't, in light of this meeting that I've just referred to this week, I don't think it would be beneficial or productive to go into the detail of those points now, and I'm hopeful that as part of this, this in person meeting that we're organizing with the NGT team for this week, we'll be able to to resolve those two points and also any other outstanding points in in the protected provisions. Thank

1:19:33

you. I because of time, I and certainly not due to importance, I would suggest the same if there's a meeting this week. However, I would highlight deadline six A, and I would very much like an update from both parties at deadline six A about how that meeting has progressed and and where we are with those two substantive issues. Because I think Mrs. Daily. They are the two things that have been highlighted as the main issue. So I would welcome that by deadline six. So yes, Mrs. Daly, I was going to ask you to comment further. Anyway,

1:20:08

yes, sir, if I may, I've just taken instructions, and my client team, neither the solicitors nor the surveyors nor the client itself, have received any request for a meeting. So I would ask through you for the applicant to confirm who they have emailed. But further, in any event, national gas would like to address you sir, on in particular, the compulsory acquisition provision that is currently lacking from the protective provisions. This is our final opportunity to address you orally, and I wouldn't wish to miss that opportunity due to a meeting that clearly may or may not take

1:20:47

place, and that is absolutely noted, and you have already done that, and it is in your deadline submission as well. So we are, we're very cognizant of your highlighting of that, that issue. I mean, if the applicant does have a comment now as to why the that paragraph wasn't included in deadline five, and whether that was actually a conscious decision or is still some drafting to do. We very much welcome that now, and also the confirmation Mr. Brim where that meeting request has gone. Please

1:21:28

Thank you, sir. Harry would on behalf. I'm going to ask Mr. Ibrahimzadi to respond on this, please. Thank you.

1:21:37

Thank you, Mr. Ernebrand, speaking of on behalf of the applicant in terms of the contact point that the person whom we're organizing the meeting with the contact point is Mr. Luke Rollins is, I will read out his title in a second, is the head of business development, customer and stakeholder within national gas transmission, and the last exchange of emails between myself and Mr. Luke Rowlands was as of 11 past 10pm last night.

1:22:16

Thank you. And any comment on the inclusion of or the absence of the CA paragraph in the protection provisions that were at deadline five from any of the applicant

1:22:34

team. I'm going to ask Mr. Ibrahim Zahid. He's temporarily lost connection, I don't know. Back in he's back in now. He's

1:22:41

back in excellence. Thank you. Mr. So if you could, Mr. Ellen Ibrahim, on behalf of that and if you could repeat that question, please, I lost the action for a second.

1:22:51

Mrs. Daly suggested that there was an outstanding issue about the inclusion of the CA paragraph within the protective provisions for national grass gas transmissions. However, that paragraph is not seen within the deadline five submission, so she suggested that you'd already made a might have already made a decision that that issue was now resolved.

1:23:20

Mr. Hillary, speaking of on behalf of the applicant, I would need to talk to my team about that specific point, and I suggest we'll come back to you as part of the deadline succeed response. Thank

1:23:29

you. Thank you very much. Mrs. Daly, if you haven't already, I presume that your protective provisions are they standard of the standard set of provisions, or are they amended for this project? And if so, if they are amended for this project, have you had chance to submit those to us yet?

1:23:53

Yes, sir, the provisions that we are seeking, or the particular provision that we are seeking is appended to our deadline five submission, this is the provision that we consider to be notably absent as things stand, and if I may, sir, just take you to footnote one of our deadline five submission refers to a document that was put before the Yorkshire green DCO by national gas transmission. Continue nodding your head, sir, and that in that includes 15 development consent orders in which the particular compulsory land acquisition provision that we are seeking was included. So our submission is that it would be an anomaly in this case not to include it, and that it forms part of our standard protective provisions that have been accepted on numerous occasions. And I'll note, sir, that the advice note 15 does refer to a paragraph 4.1, to the applicants being required to submit with their application the standard protected provisions for oral. And protected parties with any amendments that the applicant is seeking, annotated with full justification, included within the explanatory memorandum. Now we have seen no justification for the emission of Nate, and that is because national gas requires complete control over its assets for two reasons, one for transmission reasons, so that it can meet its transmission obligations, and two, so that it can ensure that so in so far as it can, it's able to ameliorate any health and safety implications that arise from these clearly very, potentially very dangerous pipelines. Thank you

1:25:37

very much. That says is Julie noted, and thank you for that.

1:25:43

Just Yes, please, yes. Sorry. I just need to speak to Miss daily about the footnote, whilst Mr. Simms said he'd noted the submission, we are instructed not to go fishing for information, so we technically, we shouldn't be looking for for that information. What I would actually ask is if you could submit your protected, preferred, protected provisions into the examination, including paragraph six, because I've noted, I also noted that in your deadline, five submissions, but, but we will need a formal copy to be submitted into the examination. So not only is it available to us formally, but it's also available for everybody else to comment on, should they so wish? So thank you very much. Applause.

1:26:43

Thank you, Mr. Philpot, any last questions before we adjourned for lunch? Oh, sorry. Any last points on national gastro submissions before we adjourn for lunch?

1:26:51

Well, just briefly, two things. First of all, I don't want to seek to anticipate what comes out of the meeting between the parties. That's not our role as lawyers, and I'd have to let those negotiations continue when we report back. But the second point, just as a matter of principle, that there is no reason why, in principle, you can't have compulsory powers over statutory Undertaker's land, recognizing that the important points that need to be protected in the case of a statutory Undertaker such as this daily's clients, but those also apply, of course, to lots of other statutory undertakers who have to have control and responsibility over their apparatus. That is the role of protective provisions. Protective provisions do not necessarily have to disapply compulsory acquisition powers, provided the other protections are adequate to ensure that the effect of those powers is suitably controlled, so that those other responsibilities of statutory undertakers are not undermined. In principle, one doesn't need to strike out a compulsory acquisition power in order to achieve that, and parties can exchange protective provisions from other orders to show what is or has not been included in respect of different statutory undertakes of different types. Some included, some don't. That doesn't resolve the issue. The issue is whether the particular statutory, the particular protective provisions that are proposed by each party, are not adequate to avoid the detriment to which from stadium refers. In the absence of that power, curbing the use of compulsory acquisition. That's the that's the essential question. There's no principle that you can't have compulsory acquisition powers over a statutory Undertaker's land. Why did you have appropriate protection? The question is whether those protections are appropriate.

1:28:56

Thank you very much.

1:29:01

Okay, sorry, sorry, sir, if I, if I may, provided with the opportunity to respond. So firstly, that thank you that that's the first occasion in which national gas has heard any attempt at justifying the position that the applicant is taking. And in response to the point that's raised, the potential practical impact of the order as things stand, is that there is a power for the applicant to extinguish national gasses, easements, of which it obviously has many deeds of easement in relation to pipeline infrastructure. So, as presently drafted, Article 34 applies to statutory Undertaker's land. It's subject to the content of protect provisions. Article 30 4b will allow the applicant to extinguish easements for the benefit for national gas that allow it to, for example, access, maintain, repair. Essential pipeline infrastructure without needing to seek its agreement, because no such provision currently exists in the protected provisions. So this could arise, for example, where it was felt by the applicant that the continued existence of such an easement would interfere with the infrastructure that's consented as part of this order process. So in my submission, there is a real risk at the moment, that if the order is, if the order remains as currently drafted, there will be, or potentially a circumstance in which national gasses, infrastructure and rights are overridden or interfered with by the applicants powers. We say that's unacceptable, because that will result in us not being able to maintain control, adequate, sufficient control over our assets. And so this isn't a sort of theory. This is this isn't a theoretical submission. This is a real submission that the consent order as drafted will have a significantly detrimental impact on national gasses, statutory undertaking, and Sir, if I may, just in relation to the request for a meeting, if I may ask the applicant through you sir, to contact bclp, and in particular, Mr. Tom White, in order to arrange such a meeting. Thank you very much.

1:31:18

Thank you. I'm sure the applicant heard that and would have noted that down. Mr. Philpot, any last comments before we adjourn?

1:31:29

No. Thank you, sir. You have the issue. Thank you

1:31:31

very much, and thank you for allowing us to change that around. We will come back to natara global, who we I think we missed out before we jumped into one of the other ends, and we will continue this after lunch. Thank you for everybody that is still waiting patiently, and we will get to you as soon as we can after lunch, and we will now adjourn until two o'clock, so we will see you at two o'clock. Thank you very much. You.