



## Hearing Transcript

<b>Project:</b>	H2 Teesside
<b>Hearing:</b>	Recording of Compulsory Acquisition Hearing 2 (CAH2) - Part 3
<b>Date:</b>	13 January 2025

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# TRANSCRIPT\_H2TEESIDE\_CAH2\_SESSION 3\_13012025

00:05

So welcome back, everybody. The now, the time now is 2pm and I'm resuming this compulsory hack, compulsory acquisition hearing number two, can the case team please confirm that everyone who wishes to be here has joined back and that the live streaming and digital recording has recommenced. Please.

00:29

Yep, they are back and

00:31

the live show started. Thank you. Thank

00:33

you very much. We're now going to commence with session three and continue on agenda item four, with the agenda on the agenda, and I'll pass back to Mr. Sims to take us forward on that. Thank you. Thank

00:46

you, Mr. Butler. And welcome back everyone. After lunch break, without further ado, I will jump straight back in unless there are any specific notices or comments over the lunch break that have come up. No hands have been raised. That's good news. So I presume I'll just go straight to Mrs. Hurley. I believe we missed natara global from from the end the beginning of the ends in the alphabet. So if we go back, go back to them, that will be fantastic. Thank you.

01:16

Yes. Sorry. Georgina Hurley, on behalf of the the applicant. The applicant is currently engaged in negotiations with natara global and has had productive meetings to address their underlying practical concerns. Most recently, the applicant has held a meeting with natara global on the eighth of January, and the applicant has set out the heads of terms to natara global, who has since sent to the applicant their own preferred template documents on the 20th of december 2024 which the applicant is currently reviewing. Next steps have been agreed in order to progress the voluntary agreements and protected provisions. The applicant anticipates that by the end of examination, it's to reach an agreement with Atara global.

01:56

Thank you very much. Mrs. Tetley Jones, if I could ask you to confirm how things are standing from your point of view, please, again, I noticed that you submitted a deadline, five A update with a suite of documents being sent to the applicant. If you could confirm where we are

02:16

so I'll allow,

02:19

I'll allow Christopher Stanwell to respond on on this.

02:22

Okay, no problem at all. Thank you. No problem.

02:25

Afternoon, everyone. My name is Christopher stammer from field Fisher, in relation to natara, I would agree with everything the applicant has just said. My client has submitted draft documents which it would enter into to resolve its objection and move on. That was sent on the 20th of October, 20 of December, on the basis that they didn't want to negotiate, continue to negotiate heads of terms. They are willing to work with them on this, but they just want to reiterate the point that they're willing to give them the rights, but without the protected provisions in place, we don't think there's a compelling case for the acquisition of land and rights over the land in the absence, as I said, of those protected provisions. So that's where we are. The other additional point is, the applicant has said it's seeking, well, aiming to respond by the 17th, ie, the end of this week. We'll obviously follow up on the 22nd but that doesn't give a huge amount of time with a view to responding on the agreement. And as my colleague said previously, and perhaps this is of interest to other objectors as well, is that in the absence of any agreement, it may be worthwhile having a date in place for a potential hearing or where there are outstanding matters of dispute on areas around protected provisions or compromises agreements. But that said, we are willing to work very hard to conclude the agreement as soon as possible.

03:50

Thank you very much. Any comments, Mrs. Miss Hurley regarding what natara have said?

04:00

No, no comments. As I said, we are, we are intending to get back to them by the 17th of January. Just

04:05

confirmed that included the protective provisions. I know the heads of terms was agreed. Is it, are we talking about the full suite of documents there? Yes, the full suite of documents. Thank you very much. Okay, I'll let you carry on. So just

04:16

briefly, Harry would Phil but on behalf of the applicant. So far as any further hearing is concerned, obviously a matter for you and your colleagues. We don't currently see that as necessary, but that's

your judgment as to whether you take that view. We think that what is left outstanding can be dealt with in writing, but that's entirely in your hands, so we won't generally comment on such suggestions unless we've got something further to add,

04:41

absolutely fine, and that I wasn't going to ask you the question for that very reason. So we've heard what now two people have said, and we will obviously make considerations based on that for ourselves. Thank you. Mr. Philpott, okay. Ms Hurley, if you'd like to carry on with the next people on your list,

04:59

yeah. Yes. Georgina Hurley, on behalf of the applicant, I'm going to talk about navigator terminals next. The parties have had fortnightly meetings, most recent on the eighth of January 2025 to discuss the land agreements and protected provisions. On the ninth of January, the applicant received comments from navigator terminals in relation to the draft protected provisions. The applicant is currently reviewing these comments and will revert shortly. The applicant anticipates that the parties will be able to agree protective provisions before the end of examination. Land agreements have been progressed, and heads of terms for pipeline network, compounds and ancillary equipment are in advanced stages. Legal agreements will be progressed in due course. Heads of terms for the tunnel and tunnel head are being progressed separately.

05:44

Thank you very much. Mr. Nesbit that all sound familiar.

05:50

Thank you, sir. Peter Nesbitt, navigator terminals limited. Yes, that's all accurate. I've nothing to add to that. Thank you.

05:58

Thank you very much, likewise. Okay, Mrs. Miss early, if you'd like to carry on, please, yes.

06:08

Georgina Hurley, on behalf of the applicant, the next party I'd like to talk about is northern gas networks limited. The applicant has continued to engage with Northern gas networks to progress the land agreements, and has held productive meetings to progress these following the meetings with Northern gas networks, they've commented on the heads of terms which the applicant has responded to on the 10th of January, the party's legal representatives are liaising regarding the protective provisions, and the applicant's legal and technical teams are currently reviewing these preferred form of draft. The applicant is confident that a voluntary agreement and protector provisions will be agreed between the parties.

06:48

Thank you, and they're not being represented here, so thank you for the update in that regard. So if you could continue, please.

06:58

Georgina Hurley, on behalf of the applicant, sorry, I've missed Network Rail out, so I'll just go back to them if you don't mind. No worries. The applicant has continued to engage with Network Rail, and further meetings have taken place. The applicant is confirming a number of technical queries raised by Network Rail, and will seek to move forward with the green terms for the required crossings. On the 20th of December, the applicant received network rail's commercial position, which the applicant is currently reviewing. The applicant has included protected provisions for the benefit of Network Rail in the draft DCO these protected provisions were updated at deadline five following the submission by Network Rail of their preferred protective provisions.

07:41

Yeah. Thank you. We've read both of all the updates in relation to Network Rail, and again, they're not here today, so thank you for that update. We looked forward to seeing that concluded as well. Okay.

07:57

Georgina Huff, the applicant, the next on my list is northern power grid dalcour McLaren, on behalf of the applicant, have continued to correspond with Northern power grids representatives in order to progress a land agreement. A further meeting was held on the ninth of January, 2025 on the third of January, the applicant received northern power grids comments on the protected provisions, and the applicant is currently reviewing these the applicant anticipates that the parties will be able to agree protective provisions before the end of examination.

08:27

Thank you very much. Northern power grid. I'm not in attendance, so thank you for the update

08:34

and the next please. Georgina Hatley, on behalf of the applicant, we move on to Northumbria water. The applicant has continued to engage with Northumbria water limited and their solicitors. The most recent meeting being on the 11th of december 2024, regarding the interface between Northumbria water limited assets and their proposed development. The next meeting is arranged for the 17th of January with Northumbria water. Northumbria water have confirmed that negotiations related to their leased land should also be directed towards their landlord, Anglo American. In the first instance, Northumbria water has issued its preferred form of protected provisions for the applicant review on the 28th of November, 2024 and the applicant's legal representatives are currently reviewing this draft and to issue comments, and expects for an agreement to be reached prior to the end of examination.

09:25

Okay? And

09:26

they are not attendance today, so thank you for that update. If you carry on, please.

09:34

Georgina Hurley, on behalf of the applicant by the next party I'll be discussing is nsnp, the applicant has continued to engage with nsnp and has agreed the basis of formalizing land agreements. Further meetings to progress the land agreements are scheduled in January, and the applicant is hopeful that a voluntary agreement can be secured following further discussions between the party solicitors draft protective provisions adapted from the. Incorporated in favor of the nsnp entities in the NZT DCO have been included in the deadline five the applicant now understands that the form of these protected provisions is now provisionally agreed as a matter of general principle, but their finalization is subject to the resolution of a small number of ancillary matters between the parties. It is anticipated that the agreement on the agreement on the protective provisions will be finalized between the parties before the close of examination,

10:26

and yes, indeed, at deadline five. That was what NS MP entities said as well. So hopefully that has progressed a little bit further since then, and they are not in attendance today. Thank you very much. If you carry on, Miss Shelly,

10:45

the next interest to talk about is PDT sports. The applicant has held regular meetings with PDT sports to progress discussions on land matters. The most recent meeting being on the 18th of december 2024 the parties have agreed to proceed to the long form legal agreements with a view of securing finalized agreements by the end of examination. The applicant's legal team have continued to negotiate the protected provisions and have issued an updated version on the protected provisions on the 19th November to PDT sports, most recently, the applicant and PDT sports have had a discussion regarding the further amendments to the protected provisions, the applicant anticipates that an agreement on the protected provisions will be reached before the end of examination. Thank you

11:30

very much. Mr. Nesbit.

11:34

Thank you, Sir Peter Nesbit, on behalf of PDT support limited that summary was accurate. Protected provisions were submitted by PDT supports deadline five. In addition to that, I think it's worth just mentioning there's a couple of sticking points with these that are causing the delay. One is in relation to a matter that was discussed previously, in relation to the overlap between the project and pdts ports, Northern Gateway, container terminal, and the concern that the construction techniques needed to be discussed between the applicant and pdts port to understand the degree to which those two projects would be consistent. In summary that related to the need to pile within the river in the vicinity of potential pipelines in that area. That technical meeting hasn't happened yet. It will happen this week, and it's hoped that that will help us to unlock the draft protected provisions further as well. Once that's happened, we will be able to update the examining authority further.

12:47

Thank you. And just while I've got you the deadline five, you mentioned about certain interests in Crown land that weren't recorded in the Book of reference. Is that still an outstanding issue for you, or is that being resolved? Since deadline

13:01

five, we've submitted the relevant documentation. I think it's probably for the applicant to consider and respond on that. No, it's fine. Just while

13:09

I had you here on bringing you back, I thought I'd ask you what your position is there. Miss Hurley, could you answer that question in terms of PDG sports, outstanding issues about Crown land with their rights that aren't listed on the book of reference.

13:27

Please. Georgina Hurley, on behalf of the applicant, can we take this away and come back to you on this matter? Please? Yes. Well, it was

13:33

in a deadline five submission, so I was expecting an update in deadline, maybe in deadline six, which only arrived today, so I haven't seen that, so I'm hoping that you've picked up that point anyway, but if it hasn't been picked up, then yes, please do get back to us. We just want to make sure that that book of reference is updated, certainly as they've been highlighted as potential inaccuracies. Any any comment on what Mr. Nesbit has just said.

14:07

No, no further comment. Okay.

14:09

Thank you very much. I shall let you carry on.

14:16

Sorry. Georgina Hurley, I'm offering applicant. The next people I'd like to talk about is red car bulk terminals. The applicant has continued to negotiate with red car bulk terminals on the protective provisions. The applicant's legal representatives have returned an updated version of the protective provisions with comments on the 10th of January, and will continue to negotiate these terms. The applicant expects to reach agreement before the end of the examination period.

14:44

Thank you very much. Mr. Barton. Good

14:47

afternoon. Good afternoon.

14:48

Tom Barton, on behalf of red car bulk terminal. So a response to RBTs proposed protective provisions was indeed received on Friday evening. So the 10th of January. Area nearly three months after being provided to the applicant, and we aren't yet in a position to comment on the documents received on Friday, but note that a number of the key provisions of contention between the parties are expressed expressed to be subject to further instructions. So RBT is therefore unable to provide a response to the applicant until their position is clear. RBTs position is that, as published on 20 December, the draft development consent order would put the continued operation of RBT and its tenants at risk and would not allow it to comply with its obligations under the NZT DCA, as with other affected parties, we consider the currently proposed protected provisions to be unworkable, while reserving our position on the adequacy of the protective provisions and side agreements in the round RBT is frustrated by the applicant's engagement on these matters to date, as with other affected parties, we would welcome a further opportunity to make oral submissions on the progress of the relevant documents before The close of the examination.

15:59

Thank you very much Miss Hurley or Mr. Philpott. Any any comments on on that? And I presume the three months since the submission of of comments has been partly due to other issues, but it does seem like that that three months has been some considerable time in waiting. So Mr. Philpott,

16:30

sir, I'll have to pass over to Mr. Ibrahim Zadi in relation to the progress of negotiations. Thank you. Applause.

16:43

Thank you, sir, Mr. Eleanor Ibram Zadeh on speaking on behalf of the applicant, as Mr. Barton was saying, a an update to the PPS and side agreement was shared with the RBT team on Friday last week. This was following engagement with the RBT team, a technical, commercial engagement is the RBT team in relation to the interaction between the proposed development and RBT operations. The as a point of principle, the the protected provisions are largely based on, on on those from the net zero t site scheme, which is has had a or has a similar interaction with the RPT operation. So we are hopeful that using those as the basis point will be able to reach an agreement on the on the protected provisions. There are a couple of specific points that are out for instructions towards the applicant above, we've sought to share a version of the PPS without completing all of this, and in an attempt to expedite the process, and we will get back to the RBT team on those couple of specific points as soon as possible, while the while the RB team are RBT team are reviewing the remainder of the updates.

18:03

Thank you, Mr. Barton, do you have any further comments and or anything you would like to elaborate from your first comment? Please, nothing,

18:13

nothing further on that, other than we would welcome a timetable about when we might receive those comments, which is very conscious about the six weeks ticking down and the fact that it's taken almost twice that to turn a draft to date.



18:28

Yep, I fully appreciate that. Mr. Ibram Zadi, any any initial comment

18:37

on that? Mr. Mr. Speaking on behalf of the applicant, we went over to get back to the arbitium on the remaining points as soon as possible in the next few days.

18:47

Thank you very much. Sounds like a good a good time scale to head for. Thank you very much. If there's no further points on record. Bob, terminal, miss. Hardy, did you miss? Did we stop Miss, Miss peel, Mrs. Peel, or is that resolved entirely and not needing to be discussed now,

19:10

Georgina Hurley on behalf of the applicant, sorry, yes, I did. I can provide an update on that if, thank you, if you wish. Sorry, the applicant has continued to engage with Mrs. Peel in relation to the voluntary land agreements in November 2024 Mrs. Peel and the applicant agreed heads of terms, and the applicant is currently drafting along form legal agreements which are to be issued to Mrs. Peel's appointed solicitor.

19:36

Thank you very much. Thank you. If you could move on, then be please.

19:42

Georgina honey, on behalf of the applicant, the next interest to talk about is red car and Cleveland Borough Council. Red Car and Cleveland Borough Council are the owner of a small plot of land within the order limits being the highway land associated with the A, 1085 the. Parties do not need to enter into any agreements in respect to this land.

20:04

Okay, thank you very much. Unless Mr. Mr. Miller puts his hand up, I would assume that that's just a point of principle, a point of fact. Okay, thank you very much. If you'd like to

20:17

carry on. Georgina Hurley on behalf of the applicant, the next party to discuss is SABIC UK. The applicant has established weekly meetings with SABIC UK petrochemicals to progress the land agreements and to address any technical issues which have been raised. A revised set of heads of terms are drafted and will be issued imminently. Most recently, a meeting was held on the sixth of January to discuss the protected provisions, and the applicant has received Sabbath's comments on the draft protected provisions on the 10th of January, and the applicant is currently considering these changes. The applicant expects that it'll be able to reach an agreement on the protected provisions before the end of examination.

21:00

Thank you very much, Mr. Dag.

21:05

Thank you, sir. I'm Steven DAG. On behalf of SABIC, in terms of progress, I can confirm that SABIC has met with the applicant since the last hearing, both in relation to protected provisions and technical issues, although negotiations were pretty much deadlocked, SABIC has, over the past few days, amended its stance in order to try to make progress on negotiations. The applicant has confirmed that they should now unlock further negotiation by them, and the ball is now in the applicant's court. Based on the above there would appear to be prospective agreeing protective provisions before the end of the examination. But I wouldn't want to downplay the challenges of this, both in terms of timing and reaching consensus on the terms. I do think we're likely to be in a lot better position to know by the end of the month where we will end up. So if I just add, in relation to the examination, the applicant hasn't yet introduced its proposed wording to protect SABIC from compulsory acquisition into the DCO. It included Net Zero style provision protected provisions in the deadline five order which don't provide any protection from compulsory acquisition, and it's not therefore possible for us to comment on their proposals, if indeed they are different from our own. At this time, consequently, SABIC is intending to submit some revised protected provisions as part of its deadline six submission reflecting the current draft which it has put before the applicant, and also based around a comparison with the terms which are included in the deadline five draft DCO Sonics intending to make this submission of deadline six, because it's concerned about the situation where the timetable only really provides the applicant time to respond to the detail of subject protector provisions of deadline eight, in which case, fabric wouldn't have an opportunity to address the concerns which would be raised by the applicant at that point. So again, whether this points to the need for a further update on protected provisions or possibly the addition of an additional deadline into the timetable? I'm not sure so, but it may well add add some fuel to the suggestion that others have made that there should be another hearing.

23:38

Yeah, thank you. We will. We were planning to consider what was still an unknown after this hearing, and then take appropriate action that we feel necessary after that. So yes, we've heard from a number of your you know, your counterparts, that that position, so it is something that we're mindful of. Thank you for that update, and thank you for for, you know, completing that picture for for Savic, Miss Hurley, is there anything that you'd like to add now to what Mr. Dag has said?

24:18

Georgina Hurley, on behalf of the applicant, no, we've got no further addition to add. Okay. Thank

24:22

you very much. If you could continue, then please,

24:28

yeah, the next interest is Savic utilities. The applicant continues to have regular meetings. Oh, sorry, semcorp. Sorry, semcorp utilities. The applicant continues to have regular meetings with semcorp in relation to the land agreements, technical matters and protective provisions. The parties have been negotiating the heads of terms with a revised draft sent out to send Corp on the 10th of January. The

applicant anticipates that the heads of terms can be agreed by the end of the examination period. The applicant has issued protected provisions most recently on the 18th of December, and is awaiting comments from semcorp, as noted in the schedule of changes to the draft development consent order, the applicant and semcorp intend on submitting their preferred form of protected provisions into the examination at deadline seven, and the parties are aiming to submit an agreed Oh, sorry, thank you.

25:22

Okay. Thank you, Mr. Nesbit. Thank

25:27

you, Sir Peter Nesbit, on behalf of Sen, Corp, utilities, UK, limited. I don't have anything to add to that summary, other than just to note that this is a particularly complex set of protected provisions, you can imagine, because of the extent of overlap with the SEM core estate, and there's still some way to go with that, the protected provisions are with some Corp to consider, but they are that is mixed in with a variety of technical and commercial points, which are running On, running alongside in a number of meetings. So I don't think it would be fair to say that sits with semcorp at the moment. It's far more complicated than that, but the summary provided otherwise accurate. Thank you.

26:15

Thank you. And understood anything? Any comments on that? Ms, surly

26:22

Georgie, Georgina Hurley, on behalf of the applicant. No further comments. Thank you.

26:26

Continue then please.

26:30

The next item is south east, and I'll hand over to Mr. Philpott.

26:38

Thank you again, sir, on behalf of the applicant. So so far as South tees group is concerned, there are weekly meetings between ourselves and South tees group to discuss the impacts the proposed development land agreements and protective provisions, and we're aiming to submit a revised statement of common ground for deadline six A in terms of the Phase One land, the applicant and South tees group were at the final stages of negotiating an option agreement for that land going to come on To the phase two land in due course, separately dealing with protected provisions, the applicant received South East group preferred version of the protected provisions on the 13th of December, with the time available before deadline five, it wasn't possible to review and incorporate those into the deadline five, draft DCO. But since then, we've reviewed the preferred protected provisions, and on the eighth of January, provided comments to South tees group on those what we expect is to include updated protected provisions in the draft DCO that submitted a deadline six A which will be a modification of the version that we received from STG, but we anticipate that it will be possible to agree protected provisions with STG before the end of The examination, then coming on to

two other matters. These involve, in one case, a potential change, and in the other case, an intended change. I'll deal with the intended change first, because that's the simpler and shorter of the two. So you will recall those out that in the previous compulsory acquisition hearing, then set out in St G's summary of its submissions at deadline four. So this is rep four, zero, 56 and it's set out at page six of that document, an issue was raised in respect of a forthcoming development from that power a battery storage project. And SGG identified that there were some areas of overlap with the red line boundary for the NAT power site, and they were concerned to ensure that that shouldn't be disrupted. And we're seeking some amendments to the red line boundary of the application the order limits in order to avoid that, so that that matter has been discussed between the parties, and the intention is to make some small amendments to the order limits in this area in order to avoid that. That overlap, and so that those are small excisions from the order limits. They are virtually non material changes. They don't involve any change in development or any additional land. It's simply to take a little bit out of two areas in order to address that matter. We understand that is essentially uncontroversial, but that is a change we will be seeking to make, and that's why I mentioned earlier that there were some other changes that were coming along. Now the the larger at this stage potential change is in relation to the phase two land. And you'll recall at the last hearing, the StG position was that they thought phase two ought to be dropped altogether, and we explained why we couldn't do that. What we've been doing since then is working constructively to see if there is a way of reducing the order limits so as to accommodate the development that SDG wishes to facilitate while still allowing phase two to be delivered to try and balance those two objectives. We're not quite there yet, but we're close, and we think that there is a realistic chance that that may be achieved soon. And if that it does turn out to be the case, that would also involve a non material change to the application in order to address St G's concern. It would involve in simple terms of reduction in the order limits and some consequential changes to the land plans and the works plans, there will be no consequences in terms of either EIA or HRA, both of which have been undertaken on a worst case basis, taking the order limits in the works and lands plans as they are, it wouldn't, of course, involve any additional land, simply a reduction. And as far as we're aware, no other interested party would be affected by any such change. But as I've explained at the moment, that is provisional, because we are not quite there yet. If that change is to be made, then that would also fall to be considered alongside the other points that we have discussed, in relation to enget and also in relation to the NAT power land that I mentioned a few moments ago, and also then we'll come on to the coffee cup land in due course later in the agenda. So that's where we are. The timing implications are essentially the same as we discussed in relation to enget There is still outstanding technical work being done by the parties to find the solution to the remaining sticking points, but that's where we are at the moment in relation to the phase two lab in negotiation with SDG, we're doing what we can, and we're hopeful that we may be able to find a way of addressing their concerns. Thank

33:16

you very much. We later in this afternoon, we will get there, I assure you, we will have some further questions about about the phase two land, and I'm just assuming that I will leave some of my questions to then, even if they might be more easily explained than we thought. Because at the moment, your description of the phase two land, when we we last discussed there wasn't necessarily a place for phase two to definitely be, so I'm assuming that that's all part of the what is being discussed, rather than, you know, rather than still discussing options of phase two, maybe this is leading to a little bit

more surety of where Phase two will be, which might help in some of the discussions we have later on in this afternoon. Would that be the case?

34:12

Yeah, so, and just in terms of the the nature of this change, you'll appreciate it from the way in which it has arisen. And you'll recall the submissions I made at the last compulsory acquisition, hearing about the timing and nature of that. This is of a different type to the issue which has arisen in relation to N Get Yes, this is that. This is a quite different set of circumstances. And if this change is not made. Well, you've heard what we said about that last time, and that remains the case, but we are doing what we can, nevertheless, to seek to accommodate SDG as far as we're able. Okay,

34:52

thank you very much. We I'll explore that in a little bit more detail. I think in some of my questioning later, that's not specifically about, uh. The progress with South T's group, but that's a very welcome update. If I could ask Mr. Henderson if he would put himself on screen, I'm assuming Mr. Henderson that that's all very familiar to you, and you're progressing things as Mr. Philpott has highlighted.

35:25

Thank you, sir. Tom Henderson for SCG, yes, largely agree with the summary of progress that Mr. Philpott has laid out, but just if I may just cover the three points that he mentioned from our perspective relatively briefly, starting the phase two land. It's correct that we've been in active negotiation, regular negotiation, to seek a resolution to that, as has been said, that hasn't, hasn't been achieved as yet. I think it's fair to say that any satisfactory resolution would require reduction in the order limits, and we would endorse and concur with what Mr. Philpott said about the ability for the process to handle that change, notwithstanding that we are relatively close to the end of the examination, because of the reason Mr. Mr. Philpott laid out, absent that resolution, it would remain, of course, our position that we object to the face to land outright for the reasons that we set out at ch one, which is rec 4056, I won't rehearse those points again, but that would be our case if we, if we can't reach that resolution, there are a few points to make on high green, but it sounds like we can. We can return to those later. So I'll come back to that agenda item five. Yeah.

36:44

So yes, we will be, definitely be coming back to high grooming under five. And I'll be very happy to bring you in on on that, not wanting to because of the nature of your land interest, not wanting to pre judge what's in the statement of common ground. Are there any any other particular issues that we haven't discussed or we've discussed previously that simply are not in your case being resolved that you wanted to draw our attention to, or or is it a case that most of your primary issues we've we've just discussed or will discuss or are being resolved. I

37:23

think all of our issues are in front of you. I mean very briefly, on the on the nap power clash, again, grateful the comments the applicants made there and subject to seeing exactly what the nature of the change is, we would, we would endorse that as a non material change that's capable of being made. I think the third point, which wasn't really touched upon was our objection, in general terms, to the width

of some of the service and access corridors which we've raised previously, we've been seeking more information from the applicant to justify that. I think we are still not satisfied with the level of justification that we've seen. But given where we are in the process, our ultimate resolution to that is a robust set of protected provisions, which Mr. Philpot has mentioned. So you know, we're hopeful of trying to reach an agreed position on PPS, but I think if we are unable to do that, we will be submitting at the end of the examination are our preferred set, and identifying where they differ from those,

38:26

those of the applicant. Thank you very much. That makes that's very helpful to get that summary. Mr. Philpot, do you have anything further to say regarding South tea group?

38:38

No, sir, not at this stage, we will hopefully be able to agree protective provisions. But if we don't, as Mr. Henson has said, that's the way forward. We put forward competing sets and competing submissions, absolutely,

38:51

as we've discussed before. Thank you very much. I presume I'm going to go back to miss Hurley to see us through to the last few people. Please.

39:01

Georgina Hurley on behalf of the applicant, the next interest to talk about is Stockton on tees Borough Council. The applicant has continued to negotiate with Stockton on tees Borough Council in relation to the open space replacement land and the land agreements. The applicant has received comments from Stockton on tees Borough Council and has held a meeting with them on the third of December to discuss the heads of terms. The applicant has responded to these comments and issued a revised heads of terms on the 10th of January, and the applicant anticipates that a voluntary agreement will be reached by the end of examination.

39:36

Thank you very much. Miss Atkinson, is there anything you'd like to add, or is that the position as you see it. Yeah, I'll pass over to Jacob motor because he's the one who's actually been dealing with this. He'll give you an update. No worries at all. Thank you.

39:50

Hi. Good afternoon. Jacob Moore, on behalf of Stoughton and teaspoon council. So the council are currently in active negotiations with the applicant in relation to the right. To be acquired over Council land. Our agent, Louis fell of Brock for consultancy, is instructed to act on behalf of the council in relation to the rights to be acquired, as well as the open space replacement land the council support the project and hopeful to set to agree the grant of all rights by negotiation and voluntary agreement over the land at cute and Bucha, the Woodland Park adjacent to the gas distribution station. I understand the majority of the land plots form part of the adopted highway. It's been agreed the works to be laid here, or the right to be exercised, will be done so under the new roads and street Works Act rather than from part of an option easement agreement.

40:45

Thanks very much. That's very helpful. Miss Hurley,

40:55

no, I don't have anything further to add to that.

40:57

Thank you very much. I believe we might have one left.

41:04

Sorry, I have two left. Oh,

41:06

two. Let's, let's do both of them then, okay, thank

41:08

you. Next is sewers recycling. The applicant has continued to engage with sewage recycling in both relation to the land agreements as well as the protective provisions the legal documents relating to the land agreements will shortly be issued to Suez. The applicant has continued to negotiate on the protective provisions and has held various meetings, most recently on the third of January, the applicant has arranged a meeting with Suez next on the 16th of January to discuss protective provisions. And the applicant anticipates that the protective revisions will be agreed by the end of examination.

41:44

Thank you very much. And Sue aren't here? Sorry, they were the one the mission on the list, so I'm assuming Venator would be your last one. Yes,

41:50

yeah. So last one is Venator. The applicant has continued to engage with Venator in relation to the voluntary land agreements in November 2024 Venator agreed the heads of terms, and the applicant has since issued legal agreements to Venator was appointed solicitor, which are currently being negotiated. The applicant has continued to negotiate with Venator on the protective provisions, and the parties have attended a meeting to discuss the protected provisions. Most recently, Venator have provided comments on the protective provisions which the applicant is currently reviewing. It is anticipated that the negotiations for the voluntary agreements and protective provisions will be concluded prior to the end of examination. Thank you very much.

42:30

And benetta aren't in attendance. We mentioned earlier that we would we covered. We think we covered the mission to the seafarers with the change request item, but just in case there was anything that we did want to come back to or we missed, is there anything further with discussions with Mission to the seafarers that would like to be mentioned?

42:55

Georgina Hurley on behalf of the applicant? No, there's nothing further at this point. Fine.

42:59

Thank you very much. Just giving anyone a chance to respond to that. No, that's fine. As far as I'm aware. Then that is the full list of people that we discussed before. However, is there any further IPS who qualify, who may want to speak on this agenda item before we move on, please. Okay. Thank you very much. We will summarize some action points at the end of the meeting, and I think we've, we've all discussed about the amount of time left in the examination to further these things sufficiently through this agenda item, there does seem to be a lot of work still to do, so I'm hoping that we will see that work progress. As I said, only about five minutes ago, the examining authority will have taken note of the small number of people that have suggested a further hearing, and we've also taken note of Mr. Philpott response to that, albeit brief, and we will consider all of those things now that once the CA hearing and the hearings indeed this week have concluded. So that is agenda item three completed. So I'm going to go straight on to hold on, let me just gather my thoughts.

44:34

Yes, sorry. I've just been reminded that there was also just to be completing that summary. There's also a suggestion of an additional deadline as well. And of course, we will, we will consider all those things in when we when we do that consideration. So I'll move on from item four now into item five. So I thought I'd got the numbers wrong on my agenda when I was just saying that. So. I'm going to go we've just item 5.1 about diligence inquiry. If the applicant could give us an update on progress with identifying unknown owners or interests and if further parties have been identified, that would be great. Thank you very much.

45:17

Very good Philpott on behalf of the applicant. So since the first compulsory acquisition hearing, the applicant has undertaken a land registry refresh, which we'll report on at the next deadline. But that did not identify any parties that were previously unknown, save for potentially identifying billing and energy limited in relation to plot one one in terms of an option agreement, but that's to be confirmed. We were awaiting a plan from the land registry in the post, but that was the only thing that came out of that exercise. Otherwise, there's been no feedback in response to the signage put up on the site, and there are no further updates to report.

46:04

Okay, thank you very much. That's very helpful to know we we covered statutory undertakers, as we said we would within the individuals. Is there anything further in terms of statutory undertakers land and the tests in the Planning Act that we haven't covered, that you wanted to cover here, Mr. Philpott, Harry

46:28

wood, COVID, on behalf of the applicant, no. So we dealt with all of the statutory undertakers as we went through the item four list and the the ones that are controversial, we COVID in all submissions, and there's nothing further I need to add now, yeah,



46:44

the only, the only thing that has come in subsequent to those was from EDF, who are neither an interested party or an affected party. And therefore, although I could raise them elsewhere, whilst we're covering statutory undertakers, EDF has submitted a non interested party submission regarding Hartlepool power station. And although, as I say, it will, it doesn't necessarily fit into this ca hearing if the if there is an update on progress with the information required by EDF, I would appreciate that. But if you can't, and you're not prepared for that, then I also accept that that was a fair answer.

47:21

So I'm just looking to my left. I think Mr. Ibn Zari may be able to provide some updates. So I wonder

47:27

if he might be able to, that'd be great. Thank you.

47:31

Thank you. Mr. Panza, speaking on behalf of the applicant, we have been in technical discussions with the ETF team about the Hartlepool nuclear power station and any potential relationship between the proposed development and the Hartlepool nuclear power plant. The we are in the process of putting together, or putting in place, a non disclosure agreement between the parties for us to be able to share some of the information that the DFT model can forward, and we're hoping to do that as soon as possible, after which we'll share the information and hold follow up meetings with the dftm as necessary.

48:13

Thank you very much. And again, obviously Time is ticking away, so I'm sure that that that non disclosure agreement will be hastily put together so you can do that, so that EDF can then close this out in on their point. So thank you very much. Okay, I have no other questions about statutory Undertaker's land. Does any buddy else on the call have anything, anything in regard to statu Undertaker's land? Okay? Thank you very much. The Agenda Item five, three is very simple update on progress with Crown interest and the required section 135, consent, how things going with those crown discussions, please,

49:04

Mr. Philpot on behalf of the applicant, so the applicant and its appointed agent alcohol, McLaren, are actively negotiating with the Crown through its agent, Carter Jonas. Draft heads of terms have been issued Carter Jonas, together with confirmation of the commercial position offered on the sixth of december 2024 it's our understanding that Carter Jonas seeking instructions from the crown on the commercial position prior to finalization of the heads of terms, and the applicant remains hopeful that a voluntary agreement can be reached before the end of the examination.

49:43

Thank you very much. I hope so too. I don't have any further questions on on the on Crown land, but thank you for that update, Item five, four. So thank you for the update and progress of agree. Months in

your response to our second round of questions where you state negotiations and agreements are ongoing, I think, with the time ticking away to the end of the examination, is there any reason that the applicant will not be able to comply with the tests in section 131, and 132, of the Planning Act? And is there any known reason also that compliance with Article 29 of the DCO would not be achieved, really looking for surety that the correct progress is happening on this special category land swap, please,

50:38

sir. In terms of the position here, dalcolm McLaren has issued heads of terms to ngn STbc and the church commissioners in respect of the existing replacement special category land, and discussions are being held with all three parties. The Church commissioners, who own the replacement land, have not submitted representations to the examination and discussions have been held that the church commissioners have changed land agents recently, heads of terms now being actively negotiated. We think agreement is unlikely to be reached before the end of the examination, but will continue to work with their agents to reach agreement in the post examination period. So far as ngn and SDBC are concerned, Article Nine provides protections and ensures the delivery of the replacement land, and you have seen the changes that have been made to that as such, although negotiations are ongoing and may finish before the end of the examination, those will predominantly relate to financial compensation and the mechanisms for the various agreements which are required, but no in to answer your question, so we don't see any difficulty in meeting the relevant tests in relation to that land, but that's where we are seeking a negotiated solution. Thank

51:58

you very much. And I know obviously the church commissioners aren't here, and I don't think national national is it national gas, or is it northern gas? I can't recall, apologies, northern gas. I don't think northern gas are here, but I obviously Stockton councilor here. Is there anything that you'd like to add to that, or is that where you believe we are as well stocked on teas?

52:32

Jacob Moore on behalf of Sutton teas Borough Council, I believe, yeah, that's what was said. There was our belief, and what we thought was where we are in terms of negotiations. As I've mentioned previously, our agent, Louis fell of Brock for consultancy. He's also dealing with the open place, replacement land, and I believe that's getting incorporated in the heads of terms that are getting negotiated. So, yeah, agree what was what was said previously.

53:00

Okay. Thank you very much. Whilst on this subject of the special category land and certainly that around cowpen Beaulieu, I do I have explored or in a in a previous round of questions, we did talk about the access track, which is effectively plot for 24 I think it would just be handy if we could share on the screen the plot plans, the sorry, the land plans, and bring up sheets for and for a please, so I can direct my question at a plan that we can all look at.

53:42

So while that's happening, just to be clear, indeed, Mr. Mr. Ibrahimzadi, will be responding to the questions on this, so I'll come off camera in order to make that clear. Who's dealing with it. That's

53:53

what I was expecting. Mr. Philpott, no warrants at all. So in our first round of questions. Thank you very much. That's perfect. Actually, yeah, okay, can you just go to for a just to see how? If that's even more perfect,

54:09

please.

54:15

I think all I'll say is if we can just keep in mind plot 424, which is that bit there. Thank you very much. And if we can go back up to the plot above, even though it doesn't mention plot 424, I think that's a better plan for us to see that one there, if you could zoom in just a little bit, thank you. That would be perfect. So in our first round of questions, we asked about the need for using the access track, which we've just seen as plot for 24 the applicant replied that the track will be given, will be needed to give access to the AGI, and will be available to be used by the public as it is at present, once constructed. So we visited this on our. Uh, last company site inspection, and I think we all Well, I certainly recall that the existing access track was effectively non-existent. There effectively wasn't an access track there, and there was significant growth and vegetation in the area. The inference up till now has been that the work would effectively be an upgrade to an existing track which which, clearly it isn't the proposed track would need extensive and intrusive work to construct this access for construction. The other reason for asking about this is that, as can be seen on the access and rights of way plan, which we can come to in a bit if we want to, it's proposed to use on this very short section of road, an existing access into the AGI site, another access on the South West Side, plus the access to that we're talking about in plot 424, and I probably put my cards and tell me yet to be convinced that access track in plot 424. Is it has been the need for that has been expressed fully when there are, are clearly other options, including through land, which will be permanently acquired in the pink that we see there. So essentially, I'm looking for a lot more reason why plot 424. Is required when, when it appears that there could be a suitable alternatives to acquiring that track of land through the open space, please. So I'm happy to now drop down to to to the next plan down, because I think it helps detail some of the the individual elements of what I've been saying, and we might need the access and plan as well. So Mr. Ibrahim zodi, if you wouldn't mind trying to give me a little bit more information. Why plot 424? Is required in addition to the other two accesses that are already proposed, or one in it is already in existence.

57:05

Thanks, Mr. Eleanor Ibrahim Zadeh, on behalf of the applicant, the general philosopher, with regards to these access points in the in and around the carbon bill, he has been to provide, from a constructability point of view, provide ourselves with access points that allow minimizing the need for removal of trip trees or shops in this area. So as we, as we saw on the accompanied site inspection Street, the almost all of the routes we were looking at here in terms of access routes to get to the proposed AGI location for construction and also maintenance. There is vegetation with trees or shrub grows in those areas, so they will require removal of trees or shrubs to be able to access the proposed location. But plot 424.

Specifically is one of the areas we've we've identified whether where removal of trees and shrub will still be required, but potentially to a lesser degree than some of the other looks with we've looked at in terms of the other alternative locations. The other related point is that as as we've as we're talking about in the previous compulsory acquisition hearing, I think the while the detailed design development is ongoing, there is a scenario where that where the extent of the AGI will not be matching the full extent of the pink land. So there is a scenario where some of the pink land as part of plot 425, that's to the north east of the existing AGI will not be used as part of building the new HR, which would mean that that area may potentially not be available to the applicant in terms of extension of the HI and removal of the trees from that area. I'll stop there, see if the principles make sense, and then maybe if there's four questions,

59:18

I'm still struggling for them to make sense, I must admit ms, David, primarily because the the access and it might, it might be, is it possible now to switch to the access the access Plan, the highway access plan, please? Sorry, thank you. I

59:44

i Thank you very much. The reason I'm struggling is that the proposed access, a one which is on the plan, there is a new proposed access which we actually walked over the style to where that access will be. And. And it comes into a space where you're looking to acquire permanently, that that land to expand the AGI. So, so by its very nature, that that land that it's coming into will have to be disturbed for you to construct your AGI, whereas the the access track for 24 is only there to provide in solely to provide access. So from from what I can see, you will be able to access all you need to from a one without having to at all construct 424. It seems like you're trying to have two potential accesses when one of them is is potentially is most likely to be suitable, especially soon as this into land, you will be permanently acquiring and having to disturb anyway.

1:00:53

So Mr. Speaking on on behalf of the applicant, you are right in terms of the optionality. One point to consider here is that there is a if the proposed new AGI were to be located in to the north west of the existing AGI, an access point to get there from. So using plot fourth, 24 would have a lot less impact in terms of removal of trees and vegetation growth, rather than if you were to build a new access track from a where a one is on that map, to be able to access a new AGI that's going to be located solely on the sort of to the south, but on the north. So on this, on the southwest corner of the pink land.

1:01:42

Okay, last question, because I don't want us to go around in circles and spend too much time on this, because I'm still struggling. I mean, might need you to to further, give me further information. But in addition to that, you you are showing that you're utilizing it to a to the existing access into the existing AGI, which will be giving you access to, potentially, that area that you've just mentioned. So, so at the moment, if it wasn't for the fact that that this is open space, land, the the track is not a track, it is clearly woodland. Still, I'm still looking to decide whether that is something that you need, and I'm still to be convinced. So I think you need to give me some more information the next deadline. Because at the

moment, having seen it, I'm still struggling to find that the need for that when you when you have options very clearly in exactly in the same area at the moment.

1:02:47

Mr. Philpott, yes, Harry would on behalf of the applicant. So having listened to that, it strikes me that one of the things that we might usefully provide to you would be a plan, or series of plans, which illustrate the points that have just been explained and illustrate the consequences of the various options that have been talked through, so that at least then hopefully, the concepts and the implications are clearer than they are at the moment, so that then you can form a judgment as to whether the case has been made out or Not. Yeah, I think

1:03:21

so. And I think the whether it's I've missed something, but the potential for the AGI being in a different location to the to the area where it looks like it's the existing AGI can be extended, is reasonably new optionality for me. So I think that would be very, very much appreciated. I know mister aske from Stockton, or teases here. I don't know whether he would like to, I think he certainly doesn't have to, but there's an option, as we have our countryside officer here,

1:03:57

yeah, good afternoon. Devastate Stockton Council. My only comment, really is regarding public access through there, the the area we've called 24 to the north east, that is part of National Cycle route 14, as well as the footfall associated with the public right away. So again, I'm glad you've raised this matter because, because it is an area of concern that there would be less disruption, from my perspective, and less impact on sort of legitimate public use of that area being national side route 14, and the public right away, if it was in The area that's marked as, excuse me, a one,

1:04:43

yeah, thank you and yeah, thank you for that. And very much appreciate your your input. Mr. Asking, thanks for that. Has you ever gotten any further? I think we can stop sharing the screen now. I think that would be the. That's fine. Thank you. Anything final to say, Mr. Ibram Zadi, or Mr. Philpot on that one?

1:05:10

Mr. Philpot, on behalf of the I could, no sir, thank you that. So we'll take that away and see what we can provide for you in writing.

1:05:16

Thank you very much indeed. So I'll move on to point five, five of the agenda. So I'm in response to questions. In the second round of questions, the applicant stated the DTO allows for acquisition of rights over Highway land, and article 13 already provides the powers of temporary closures subject to certain restrictions, and article 16 gives the power to promote traffic regulation measures, but by including the CA powers to suspend rights, this could have the potential to override any of the requirements within the those articles within the DCO. And I know that our colleagues at Stockton have already mentioned the the permit scheme and the the street works scheme that they have. Can I just

get an explanation from the applicant of what rights are being acquired on highway that are not already covered by the DCO in the streets elements and why they are current articles might not be sufficient

1:06:24

So on behalf of the applicant. So the need for compulsory acquisition of rights on the public highway arises because, although we've agreed an approach with a highway authority, the highway authorities don't own land in question. That means that the add medium phylum rule applies so that there are owners of the subsoil against which powers may be required to ensure that there is certainty that the rights associated with the apparatus that will be laid in the street are able to be utilized against all parties, not just the Highway Authority, so we have the position with the highway authority that's dealt with. But then there's separately, the question of, what about the ability to rely on rights as against other owners and other people with rights in the highway and that's what compulsory acquisition of rights allows us to do.

1:07:25

Okay, I understand that is the DCO. Does the DCO expressly protect the Highway Authority sufficiently from in the regard that that is where those rights are targeted, and not at the highway authority as well.

1:07:46

So you have seen in the response that we provided to written question two, point 17.8, that that we've reached an agreed position with the highway authority that protected provisions are required, and that the approach that will be taken is that highways works would be undertaken by the consent mechanisms that are already contained within the DCO, including the application of the new roads and street Works Act process that will protect the council's interest as Highway Authority, notwithstanding that the applicant may later obtain an easement for the relevant apparatus, and the parties, as we reported in that answer are agreed that that's a sufficient approach, so protective provisions are not needed, and the same position, as I understand, has been agreed with the other highway authorities. Yeah, I wasn't

1:08:46

suggesting prospective provisions, which is protective provision shouldn't be required for highway authorities. I was just checking. I will reread the those elements of the DCO to make sure that it's clear that that in regard to the high wealth authority, you must use those articles, and I want to make sure that that is that element is clear, rather than you may

1:09:14

so if I can just take instructions on before I leave that matter one second, if you can Do

1:09:40

Thank you. So the short point is just being explained to me is that in most instances where they're identified in the book of reference, it's simply because they're the Highway Authority. There are only a limited number of instances where they have ownership of relevant land. That was the only point I was going

1:09:57

to add. Oh, okay, yes, no, that's that's quite common that the highway. Or do you don't own the land as well as more common than not? Okay? Thank you very much. Okay, I'll, I'll have another read of the the DCA to make sure that that I'm really clear on that. Thank you very much. I'm aware that we have both Stockton and red car and Cleveland here. If there's anything they'd like to say now about that, they're welcome to, but if they don't, they certainly don't have to. No Okay, thank you very much. That's very kind. So we move on to Item five, six. So we've just mentioned this variously this morning, and I know that you're probably prepared for this. Mr. Philpott, as you've mentioned it a couple of times, could you just summarize where we are with the optioneering Now that all the investigations are taking place, and whether that will lead to some change when we're considering other changes in terms of the coffee cup handle at cowpen Beaulieu,

1:11:01

yes, Harry would on behalf of the applicant, I'll summarize the position as I understand it. If you've got further questions about the detail, then I'll ask Mr. Ebrahim Zadi to deal with those. But the results of the archeological investigations demonstrate that there is nothing of interest within the area of the coffee cup handle, which means that this route can be used, and we understand that that is being confirmed with the county archeologist at stdc, subject to that confirmation being received, this is an area where the applicant intends to bring forward a change to Remove the alternative route from the order limits as soon as possible. And as I indicated earlier, by deadline, seven at the latest. And the effect would be to remove land plots. 350, to 352, 355, to 356. 367, to 368. 374, to 384, and 393, to 397, that comprise the alternative straight line routing further to the east. So So just briefly on that in common with most of the other changes involved, what that is doing is simply removing land from the order that could have been used to implement essentially the same development, just in a different location. So of all the changes that we have been discussing today, and say for the one is associated with N Get and the movement of the AGI the others, don't involve change to the development, per se. They just involve further constraint on where it might take place, and removal of land. So it's clearly, we would say, a non material change, and it's one that won't come as a surprise, because we've bagged up in advance. So that's what we were seeking to do, if we were able to within the examination period,

1:13:09

Yep, absolutely, and accepted. And it's it's nice to have a very clear and nice answer to a question, which I think we've been bumbling around in the hope that we could resolve that before the end of the the examination. So look forward to more details on that. Mr. Philpott, thank you very much. Does anybody have any questions about that bit of optionality at COVID? Cowpen? Beaulieu, no. Thank you very much. Okay, so Item five, seven. So it was just mentioned again. And I, you know, please forgive me for going back to this again. Mr. Philpot, I know you may well feel that you've answered this sufficiently, but apologies. I'm going to just ask it potentially again in a different way so and indeed, when we were discussing with STG, it was commented again about the width of the acquisition being requested. So in our in our question, in question, 2.6, 15, we asked again about how detailed design completion, which will be after the close of the examination. We know that could lead to a reduction in the amount of acquisition. We've had some good discussions about reduction in the amount of acquisition, which is, you know, is very much appreciated, I believe. But in this regard, the reply from the applicant detailed how they could not acquire whole plots potentially, as we've just discussed with

the with with the coffee cup handle and with reference to Article 25 one, however, in many cases, in the order with. Planetary note, the issue hasn't been about whether a plot is required or not. It has been and it has continued to be about about the width of the plot in question and the width of the required corridor as it stands at the moment. So I didn't get the answer to my question about how further reductions could be led only about how plots could not be potentially taken up, and I wanted to just explore a little bit further about when detailed design is completed, and those outstanding questions that have been quite reasonably raised within the the order with description, explanation notes, the unknowns have been removed. Is there, within either the protected provisions or the DCO itself, a process where, by the width of a plot could be reduced so that it was only taking what was actually required once final detailed design was complete, and the amount of land that you actually need would be known, or is that only those that have the privilege of a protective provision potentially that would come to to be seen as a benefit? I hope I've, I've tried to phrase that question differently than I've questioned phrased it before, but it's really about the width of individual plots changing as detailed design is known, and whether, whether there's a mechanism for for reducing the amount of a plot that can be taken

1:16:43

Thank you, sir. Harry wood, Phil, but on behalf of the applicant, I'll seek to answer that as best I can, trying to minimize the amount of repetition. Because we've we've set out the principles, but yes, but just to recap on the sort of broad outline of the position, as we discussed at the first compulsory acquisition hearing, the approach to land requirements, including in the pipeline corridor, is not novel, and it's consistent with precedent, and indeed we say best practice. And the context is that at this stage, at the application stage, there is a development brought forward, not on the basis of a detailed design, but on a parameters based approach, based on a preliminary design and limited geo technical information, which is particularly important in an area such as this At Teesside and taking account of environmental sensitivities and through its extensive engagement the consultation and EIA work, the applicant has a good understanding of the land within the order limits and has taken an approach cognizant of the name constraints and the possibilities of unknown constraints. But if that flexibility is removed now by narrowing the limits, then the Secretary of State would be granted consent for a project which would be more constrained and where there would be risks to implementation, because those elements are not yet sufficiently known, and the layered approach to DCO drafting and the use of powers means the applicant would only use the compulsory powers in relation to its final design. And articles 22 and 25 ensure the powers can only be used for land that is actually required. And of course, the design is constrained by Article Three, and also the protected provisions. Now taking those sort of broad principles and then looking at the areas that are identified in the order. With explanatory note, that's rep two Oh 37 as exceeding the typical order width, it's possible to make a number of board specific points in relation to those areas. And first, in relation to area one, the Billingham industrial site. In this area, there is a vast array of protective provisions which require the applicant to get consent for works within certain radii of existing assets owned by third parties and responding to the concerns of those owners, that will be the main driver of directing exactly where the pipelines will be rooted. So for example, this is an area where the draft DCO provides for substantial protective provisions for CF fertilizers, so once that process has led to a precise route for the pipelines, the area over which the compulsory powers will then be exercised. There is to temporary possession in order to put the pipeline in, or permanent rights, both the location but also necessarily therefore the width of the power of the rights that will be required



will then be governed by the legal constraint that exists because of the way those powers are drafted. So you may only exercise those powers over the width that is shown to be, that is known to be necessary. So at the moment, the width reflects the need for flexibility and the complexity of deciding exactly where the route will go. Once that has been resolved, you know where it's going, and you know, therefore the precise route the powers may only be used for the purpose of their design. So you couldn't use them to reflect an ongoing flexibility, because you've chosen your route, it would only be in order to keep, maintain and access the pipeline in that location. And that principle feeds in, obviously, across the order limits. But in that area, it's particularly constrained, the cap and Beaulieu corridor we've discussed in dealing with Item five, six and the refinement there, because that was to reflect the coffee cup handle, and that's now been that will now be constrained and area three, the grief and creek crossing. And as we explain in the note itself, the exact route of the crossing will depend on geotechnical soil data, which has not yet been obtained, ground investigation would be undertaken as part of the detailed design process. But here it's important to note that HDD construction is subsurface for the length of the crossing, meaning that at ground level there'll be no indication of this subsurface construction or so, though it's constrained in the same way in terms of the implications for landowners, that's a very specific case. Then area four, the tees crossing Well sir, as you'll have seen in the detailed, written submissions made on behalf of parties such as semcorp, EDT support, Anglo American and navigator terminals, the ultimate pipeline width and the associated head houses will be derived from a process of balancing the interests of those parties whilst ensuring the delivery of the project pursuant to the relevant protected provisions, and once that has been derived and the same process that I've explained will come into play in terms of what you can then do, and the width of the ultimate exercise of those powers will derive from that process, which will necessarily reflect the interests of the persons who'll be affected area five. This is in relation to net zero T side of the NEP plant. So we're going to come to that, I think, in dealing with Item five, nine later in the agenda, and it may be more efficient to deal with that specific case. Yep. And then area six, the brand sans corridor. This is an area where the protected provisions for cats and Anglo American require their approval to the design given their existing and future plans responding to their concerns, plus any from net zero, t site and NEP will be the main driver directing where the pipelines will be routed in this part of the site, so where there are greater widths at present, some of those, as I've said, will fall away. It's for particular reasons, and the principal constraints that will determine the ultimate exercise of those powers will first of all, fall out of the detailed design and the protected provisions, and thereafter will be governed by the legal constraint you can't exercise the powers other than for the purposes that are set out in the order and that will necessarily, as a matter of law, constrain the area over which You can exercise the powers in circumstances where the width of the area over which the powers can be exercised in principle is justified by reference to flexibility, where it's wider than normal, as opposed to the infrastructure being large, or anything like that. So it would against that context, it would not be lawful for the powers to be exercised ultimately over more land, a greater whip than could be justified for the purposes of the order, so that there are processes in place, but those processes are reflected essentially in protective. Of provisions when necessary in the order. Otherwise, it's constrained by the legal scope of the powers themselves and the principles that would fall to be applied in judging whether those powers are being exercised lawfully. That's

1:25:14

really helpful. And it was, it was definitely the the latter part of your explanation that I was really looking to explore a little bit further. I think the discussions we've had so far, I understand about the need for flexibility at this stage, and we've been through that it was, it was very much more about the Okay, when you don't need that flexibility anymore, what happens to the fact that you've still got the power to to acquire the whole width that you've potentially been given, if it is granted, and you have explained to me in a bit more detail than than I had previously potentially that the powers Within the protected provisions and the and the DCO itself, and then the legal backup to that will will support that. I suppose two questions from me, one is just a general one for me, are we convinced, or are we happy that protective provisions are there for everybody that needs them? In this respect, I know obviously protected positions are, were there for people who came forward seeking them, but are they there available for everyone in this respect that might have an issue with this power?

1:26:32

So if I can just take instructions on that I see I'm getting instructions from the side before I may no worries. I

1:26:52

so yes, so hopefully the point that was being explained to me is what I was going to direct your attention to in any event, so you've got in the DCO, you've got a series of protective provisions which apply for specific named undertakers. But in addition to that, if you have protective provisions which apply to categories of persons who would appropriately benefit. So you have in schedule 16 protective provisions for the protection of electricity, gas, water and sewage undertakers, schedule 17 protective provisions for protection of operators for electronic communication code networks, schedule, 18 protected provisions for the protection of third party apparatus. So those are more generic in their nature. And so in addition to those, you then have a great number for parties who have come forward or who would, in any event, have been offered protective provisions because of their particular status. But the intention is that anyone who deserves protection in the form of protective provisions as those generic ones or they have specific ones. Okay, we're not aware, at least at the moment, that there are parties who are obviously missing.

1:28:26

And I think, I think the reason for exploring this in the in the detail, and potentially in your mind, maybe the repetition that we have done is because of the the location that we are in. I think if this was a greenfield site, I think we might have a different discussion. The fact that you know you could put a pipe anywhere, and within a few millimeters, there could be someone with rights that they need to protect right next door, I think, is a valid reason for exploring this in a bit more detail, to make sure we're really clear of what we are we are agreeing to in the DCO and and what it means. I will open this discussion up finally, but I do want to make sure it doesn't kind of go back to what we've discussed before, because I've tried very hard to make sure that I haven't asked my question opening up previous discussions. I know Mr. Henderson did mention this previously. I don't know whether he wants to add anything more, but particularly in terms of what Mr. Philpot has responded to you don't have to Mr. Henderson, but I'm just going to give you the opportunity as it is something you did start to mention earlier.

1:29:30

Thank you, sir. Tom Henderson, for SDG, yes, I'll be fairly brief, but I did just want to respond on the on the point in the context of the teas work site. And it was really to raise the point that, whilst it's acknowledged that DCA promotions contain a degree of flexibility and that and that that may be narrowed down at detailed design stage, that level of flexibility does need to be reasonably minimized, adequately justified and viewed in the context of the particular receptor so in the teas works case, the fact that the powers might not be. Exercise later is of minimal comfort because of the nature of its its remit, which is to regenerate the site. So even if the powers aren't exercised, the fact that they exist from the point of DCA grant until they expire has the potential to blight the site and prevent development coming forward. And that's why we've been seeking to ensure that they are easily minimized and justified, as I say, I think where we are in the in the process we you know, we can continue to make our points in this regard, but I guess it's really putting a marker down that from SDGs perspective, it really does need robust protector provisions to enable it to control the site and manage the site appropriately. And those protected provisions are not just for its benefit, but for prospective tenants, because those looking to invest in the site will say, Well, you know, how are these powers going to be exercised? How they're going to be controlled? So, I mean, we can lay all this out if we need to, in relation to our form of protective provisions, if we don't agree those with the applicant. But really just wanted to ensure those points have landed in the examining authority's minds. Yeah,

1:30:57

I think that that that differentiator for you, in particular about blighting, and I use that just as a general word, rather than the legal word, potentially blighting areas that that could be subject to further development out with this project, I think does bring a is slightly different, is very different in your case, as potentially for others. And I'm sure I know you have raised that previously, and I'm hoping that the detailed design will happen at a pace, and hopefully the protected provisions give you some comfort in terms of the timeliness of that detailed design and the reduction of of those powers potentially going forward, so I will await further information from you, Mr. Henderson, about how those protected preserving visions are progressing for you. Thank you. Does anybody else wish to mention anything in this regard that we haven't mentioned before? No, okay, Mr. Philbrook, do you have anything that you'd like to just summarize on, or are you happy with what we where we are at the moment?

1:32:10

I think the other thing more that I say would just be repetition. That's fine. Would help you. That's fine. Do that. Okay,

1:32:16

it's half past three. We've I've got only a few more questions to go, but they might be, let's take a little bit of time. So I'm going to propose we have a 15 minute break and just come back at 345 so just under 15 minutes. But I think hopefully that'd be enough just for people to have a comfort break and get another coffee. We will adjourn till 345 Thank you very much. Applause.