



Hearing Transcript

Project:	H2 Teesside
Hearing:	Recording of Compulsory Acquisition Hearing 2 (CAH2) - Part 4
Date:	13 January 2025

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00:05

So welcome back, everybody. The time now is quarter to four, and it's time for this to resume, this compulsory acquisition hearing into the H 2t, side, nationally significant infrastructure project. Can the case team please confirm that everybody who wishes to be here has rejoined, back into the meeting, and that the live streaming and the digital recording has recommenced, please, yep.

00:34

Yeah. Thank you very

00:36

much. We're now going to commence with Session Four of the compulsory acquisition hearing and continue with agenda item five. And I believe we're at Agenda Item five eight. Mr. Sims is going to take us forward on this to continue his question. And thank you very much. Mr. Simms, thank

00:56

you. Mr. Butler, so yeah, we will just resume. We are still aiming to finish by five o'clock. I don't think we will need extra time, but if we do, it will only be a very short time, but no room requirements. So hopefully that won't be too much of an issue to people. But as I say, the aim is very much to finish by five. So I just go straight into Item five, eight, just another slight questioning about suspension of rights, just a couple of parts to this question. So we asked an examination our questions, the first written round of questions for an explanation of the rights that would be extinguished or suspended. And the response was it was not possible to say at that stage in the design process what they would be. I was just looking for a little bit more light to be shed on this now, and whether it's possible to give at least categories of the type of rights that might need to be suspended, even if it's not possible to give the precise details, there's been a lot of talk just about rights being suspended, and it would be helpful just to know the sort of thing we're talking about, unless, of course, there's been some nice developments and We know a little bit more detail. Please. Mr. Philpott,

02:23

thank you, sir. Herbert Philpot on behalf of the applicant, what I propose says, if I just start with an overview of why it's not possible to identify all of the rights now in principle, what I would then suggest that we do in order to provide you with a clear answer on this is to provide a written note which then identifies the categories of rights, and perhaps with some examples of the sort of thing we have in mind, rather than seeking to generate those on the spot, because I'd anticipated you wanted to understand why we couldn't identify all the rights now, but that might then give you that additional layer of information you were speaking I think that'd be very helpful. Yeah. And then in terms of, in terms of the approach, as we explained at the last compulsory acquisition hearing. We talked through the

operation of Article 26 of the DCO and how the powers sought interact with the use of temporary possession powers and compulsory acquisition powers, and that as such, the process of identification of which rights may need to be suspended or extinguished comes at the point that the applicant is seeking to use those powers which will be a detailed design or construction, rather than at this stage, and that the approach to the extinguishment or overriding of rights also needs to be seen in the context of the protective provisions which exist on the face of the order and in private agreements with the individual parties, and in contrast to the position as we were in the first compulsory acquisition hearing, you now have the benefit of seeing the current draft of The protective provisions, and we can look at some examples of how they protect people, if that would be helpful, but you can see immediately from a consideration of those provisions that extinguishment or overriding of rights is not something that is untrammelled, Where there are parties who've been who had known about whose rights are need to be protected. There is scope for and proposal for appropriate protection on the face of the order, but the reasons why the applicant can't reasonably be expected to identify the interests. That will be overridden or extinguished at this stage are as follows, the the design, as I've explained, is at an early stage, the construction contractor and the detailed designer not yet appointed, and one wouldn't expect that at this stage. And therefore, if the applicant were to seek to identify the rights now and missed any of those rights, it would run the risk of needing to extinguish them at a later date and not being able to do so, thereby giving a rise to a block on implementation, which would be contrary to the public interest. And if the applicant sought to identify each and every interest now, then one can imagine a situation in which interested parties would be likely to challenge the applicant to specifically justify what each suspension or extinguishment is required at a time when the applicant simply wouldn't have the detail To do so, and that's why it is more proportionate to adopt the approach that we have, and that's a that is not a unique approach, but in relation to this particular area and in light of the ongoing development of the teas work site and the land around it, it's highly likely that new rights will be created post consent and pre implementation, and the applicant also needs to be able to deal with any such rights in the order, as well as rights which exist already. So that's why it would be unreasonable to expect all the rights to be identified now, and indeed, it would end up either being counterproductive or self defeating, as you simply wouldn't be able to justify them all at this stage. And that's why the approach we've taken is one that is quite commonly precedented. But what we can do, as I've undertaken a moment ago, is to provide you and your colleagues with a note that identifies the types and identify some examples, so you can get a sense of what we might be dealing with, but they do need to be understood in the light of the protective provisions.

07:11

Yes, and so two things with that. One, I think we've moved on from asking for a list of what the rights were. So I had, I wasn't going to explore that again. But I think the more that we've gone on, just talked about rights as one word, holistic thing. I think because of the the the area that we are in, I think it's not clear what those sort of things could be, that that we are looking to extinguish, suspend, and I'm not saying it will change anything, but I think just in terms of our understanding, it will help us understand those protective provisions more. And I think the second half of that point that I was going to come back to, I think you've answered in before our short break, in terms of, what about those people who have rights that haven't got protective provisions. And I think you your your answer about the collective, generic protective provisions, and I will have a look at to make sure that those people are afforded the same protection in this right. I think this though, I think suspension of rights for people to carry on their

business, I think, is a very important one in this area. And I think unless you can give me assurances now that those generic protector provisions that you were talking about before the break, give that assurance that those people that haven't got bespoke protected provisions are equally protected in this regard, I will go in her way and have a look at that.

08:42

So the one thing I would direct you to, by way of an example of this I referred earlier to schedule 18, which is the protected provisions for the protection of third party apparatus, and paragraph four of that, which is on page 121 of the deadline five draft DCO, by way of example, where the undertaker takes temporary possession of any land or carries out survey works on land in respect to which the third party has an easement, right, operations, assets or other interests together third party rights, where the third party's rights do not provide or require access in or over the order limits. There's no restriction on the exercise of such rights, and where the third party's rights do provide or reasonably require access in on or under the order limits, a third party may exercise those rights where reasonably necessary, in an emergency without notice and in non emergency circumstances, having first given the undertaker prior written notice in order to allow the parties to liaise over timing and coordination of their respective works during the period of temporary possession. So I give that by way of an example, which is a manifestly reasonable set of provisions which apply. A in the generic case, and there are examples, some of which are considerably more onerous than that when one goes to protected provisions for particular parties. And we can give some examples of those in the written note, if that would be helpful as well.

10:18

Yeah, I think, yep.

10:21

One other point I was going to make. We undertook an action earlier to look at the FC EMP in order to see whether the more could be done in relation to notification for the mission to see farmers in in terms of any potential effect on access to their land. But when we're looking at that, we can look to see if there's anything more generally that might be needed in order to provide any more general protection for those parties who wouldn't qualify for protected provisions, but where something in those control documents might reasonably be included in order to provide them with a commensurate level of notice and ability to make known any points about the potential effect on their land. So we've taken that away. Take that away as a slightly broader action than the one we'd indicated earlier. Okay,

11:24

thank you. Yeah, that's really helpful. And I think, I guess that will, that will that will help me understand a bit more of what we what we think we need to understand in terms of those rights I do. You mentioned access, and it was the, the last thing I was going to mention in this question, because I think it's the one thing that has come up a number of times from a number of parties. And I'm not sure yet whether I'm completely convinced that everyone has the same level of protection, although the discussions we've had already might help me with that. When I go back and look again in in the second round of questions, we we are specifically about about the potential of closing off access to any individuals. And the applicant responded that, and I quote, that there is no plan or intention to significantly alter or prolong restriction of existing access rights along any road access track or any

other means of access required by any party. And then goes on to say, the applicant remains committed to minimizing impacts on access. I think, I think, although this is welcome, I think there's, there seems to be a commitment, and I'm not sure how that's replicated again, in the protective provisions for everybody, as we've we've alluded to already. And I think, I think what I would ask is to whether those generic protective provisions, because I'm sure they're in the bespoke protective provisions, because I'm sure those, those solicitors and barristers and lawyers will be looking out for that. But I need to, I need to be comfortable that those generic protective provisions really give that surety of that commitment to reduce restrictions of access is seen in those generic protective provisions for everybody. I don't know whether there's still a place for the sentiments that have been put in that that second round of questions to be included in the DCO more clearly in any particular way, either in articles or requirements, because I think it's a very clear statement that you're the applicant, will do all they can to to not restrict access, but I think at the moment, it's mostly within protective provisions, rather than in any other requirements. So is, would that be fair?

13:51

We'll take that away and look at it strikes me that that is pushing in essentially the same direction as the point I volunteer to take away, which is where you've got particular parties, whether name parties who benefit from protected provisions, or parties who benefit from the generic protective provisions that apply to those with third party apparatus and so on. And there is, as I've indicated, appropriate protection, and that protection is when you move out of the generic provisions bespoke and so naturally, it won't be the same in every instance, and the requirements won't be the same. It reflects that variety. But the thing we we will take away is look to see if there is anything for those parties where protected provisions would not be appropriate. If you if something, if something which is proportionate, is reflected in the control documents. In other words, documents that are secured by requirement that may be a more appropriate place to reflect that broader approach in suitable provisions, as opposed necessary to having something on the face of the DCO. The effect is that. Saying it's simply that that allows you a more appropriate place for it, where it's generic and applies across the board, and there may need to be some flexibility to do with particular types of construction.

15:15

So yes, I think that. I think that's fair. So I think, I think the summary for that, for me, what I'm looking for is, I'm very I'm very pleased with the statement that Kate, and I'm sure a lot of people were pleased with the statement that came through in your written responses to that question. I think it's a very fair and valid statement. How is that actually reflected in the D How is that actually secured in the DCO so that we have comfort that the answer to the question is actually seen within within the DCO by whatever mechanism, as you suggest. Mr. Philpott, I think that's a that's something I would ask you to to be clear on in a in a response, so that we can clearly follow that from an answer to a question through to how that is actually seen as materializing on the on the on the delivery of a future potential project

16:04

understood. So we'll take that away and deal with it on that basis. Thank

16:08

you very much indeed. Okay, we are getting close, so kind of so to item five nine. So deadline five, the applicant submitted a set of plans following our request, which detailed the Indicative pipeline services and infrastructure for the three projects proposed to be located at the foundry sites, all of which are in the public domain and have a common parent company. So I'm trying not to ask you to answer questions on their behalf. Really, it was just a question about, can the applicant explain if and how these three projects have been assessed to potentially share infrastructure? I know we've had this discussion before, but we've now had some more information and whether there was ever opportunities to minimize the land requirements, going back to Mr. Henderson's point about about how this can impact on on other people, and whether that has impacted on land and rights of owners within the red line boundary. So it's really, it's really, and it may be, will be a question for Mr. Ibrahim Zadi about what, what has been done to minimize the amount of land required for this project in light of the potential to share infrastructure with the other two projects that that we have discussed a number of times.

17:27

Thank you, sir, as you anticipated, I'll pass this on to Mr. Ibrahimzadi, thank you.

17:34

Thank you, sir, Mr. Illinois Ramsay, speaking on behalf of the applicant, as we briefly touched with regards to the natural gas pipeline earlier, it's the it's the applicant's intent to utilize the same natural gas pipeline both the supply and other services to both NZT power and HTTP sites subject to commercial agreements. It's also the applicants in intent to share easement corridors with the nap CO two gathering network, pipeline and other infrastructure. Where feasible, the applicant is also intended to utilize the same effluent discharge line to the sea as the NZT power project. Coordination of such use of pipelines and services infrastructure will be achieved via commercial agreements put in place between the applicant and the undertakers responsible for the consented nzdn project and high green, if it is to come forward, and the relevant utility suppliers. The development and negotiation of agreements for such coordination and infrastructure sharing is well advanced between the applicant and the NZ tn AP entities, net zero T side, power limited and Net Zero North Sea storage limited, respectively. As high green is not yet consented and sanctioned, sanctioned discussions have not commenced with the high ground project entity with regards to this and the high Green Project entity being BP, alternative energy Investments Limited.

19:02

Thank you. So I think, as often happens with these, some of the previous answers to questions have kind of started to answer subsequent questions. And I think for me, I've already you've already answered the one about the natural gas supply as as you suggested, and also Mr. Philpott response about how detailed design will then be secured in terms of reducing the amount of land required once detailed design is known, I'm sure that as things progress, those things will be better understood, and the right amount of land will ultimately be subject to negotiation, but so I've got no further question on that in particular, Mr. Ibrahimzadi, but thank you for for explaining where you are now, I just I've realized that in the previous discussion, I will finish this. Let me finish this. Start off first. Does anybody on the call have any comments or questions about that item five, nine, in regard to overlap of the three projects that are coming out of the foundry site? Mr. Henderson,

20:22

thank you, sir. Tom Henderson, for STG, it was just a short point to say acknowledging the plans are actually very helpful, so we're grateful for them having been prepared. It looked to us as though the one omission from the plans, and admittedly, I don't think was necessarily obvious from the scope of the question is that they don't include means of access for net zero T side and high green. So means of access for HGT side are shown, but not for the other two schemes, whereas all of the other service corridors are shown. It would be helpful to us to see that, because obviously we're looking to to see that those have been rationalized and minimized. Appreciate as a matter for you as to whether you want to ask the applicant of this, but it would be helpful to have an update to those plans, including all means of access.

21:15

Thank you, Mr. It wasn't something I was looking for because I don't think it was something that I was necessarily needing for this examination, but I think the applicant has heard your your request of and I'm sure that through discussions, they might decide that they could be helpful to you, as they have been with other things, but it's unlikely that I'll be asking for that going forward with the with What we've got remaining in the in the examination, Miss 10, but thank you for thank you for mentioning that. Much appreciated,

21:47

understood. Thank you.

21:52

Any other comments or questions about item five? Nine?

22:01

Yep, we have Mr. Miller.

22:05

Thank you, sir. Just to give you the very latest position on the high green planning application that the council is dealing with, I'm also the case officer for that. It is a very narrow issue that we are finally dealing with with our colleagues at Natural England, you'll be aware that, not surprisingly, the tees mouth area is one that's heavily constrained in terms of ecological designations. Some issues were raised by Natural England as part of the consultation process. The latest being the potential impact from piling and other construction operations. The agent for that application was made aware of those concerns just before the Christmas break. The plan was that they would engage directly with Natural England on the additional information requirements that they had. But I have to say that as far as the local planning authority is concerned, its assessment of that application is now complete safe, that one final issue. And if those discussions go as we hope they will, we may well be in a position to determine that planning application potentially before the end of this month, and obviously, if we do that, decision will go into the public domain, but the examining authority can obviously be sent a copy of that decision in due course.

23:31

Thank you very much. That's very helpful. Thanks. Mr. Miller. Mr. Miller's point has probably just preempted the start of question 10, so I'm not going to ask the applicant to respond on that, so just starting to switch between questions, but on the substance of question five, nine, in terms of shared infrastructure, is any further comment that the applicant would like to make following Mr. Henderson's comments.

24:04

Harry Bucha Hoffman on behalf of the applicant, no sir.

24:07

Thank you very much. I've also been reminded that in my haste to get onto Question Nine, I omitted to ask if anybody had any comments about question five, eight outside of the the applicant's comments. So regarding access rights and suspension of rights, forgive me, I didn't go to the the wider audience for any input from affected parties. So if we can just cast our minds back to that brief discussion about suspension of rights and highway access rights. Was there any further points that any effective party wanted to make in that regard? So Mr. Dag,

24:58

seeing dag front that's. Tim Doug from Savic, just a, I suppose, just to pick up on one thing that you, you mentioned during that discussion, which was about the ability of those represented to protect themselves in relation to access and certain other, certain other points. So, I suppose, from our perspective, just to link that with another comment that you made about being likely to prefer one set of protected provisions proposed either by the applicant or by an interested party, and that you were likely to go with one set of protected provisions or the other, I suppose, just to put in your mind the fact that if you don't prefer the set of protected provisions which is put forward by the interested party, then the interested parties, and obviously Savic is one of them, would, of course, hope that you would equally be cognizant of the fact that we may be unable to take the same care over our clients. For example, rights of rights of access. What I would be keen to avoid is a case whereby some general provisions for access were included for the benefit of everyone, but then they were excluded where parties had specific protected provisions provided for them. In circumstances where those protected provisions weren't subjects protected provisions, they ended up being applicants protected provisions, and might not include the same level of protection as we might be seeking. So, so it's just just really that broad, that broad point I wanted to make. Thank

26:50

you. I think I, yeah, I followed your point and I and it's well made. So thank you for for raising that. So apologies for forgetting that is anybody else similar to Mr. Dag? Wish to make any points regarding suspension of rights? No. Mr. Philpott, I will give you the opportunity to respond to Mr. Dag if you wish.

27:16

Thank you, sir. Harry Philpott, on behalf of the action so simply that you'll have seen in the deadline five version of the DCA that's gone in that the protective the draft protected provisions to protect SABIC are in schedule 34 and you'll See very specific and detailed provisions under the heading, access for construction and maintenance, a paragraph 1718, and 19, those are paid on page 199, of the order.

And if you compare those, as you may wish to do at your leisure, in due course, to those that I identified earlier in schedule 18, the third party apparatus provisions in paragraph four, you will see that the version that we have put forward, those that are drafts, are considerably more expensive, in favor of Savic than The generic ones. So in the event that we don't reach agreement on the specific ones, you're dealing with two competing sets of more onerous protections for access in the party specific provisions, as opposed to default into the generic parts. Thank

28:43

you very much. So it's very it's very good to know Mr. Dag any any comment on that? Don't have to

28:50

just Yes, just so I completely agree with what Mr. Philpott has just said in relation to access provision. Specifically, I am conscious of certain occasions, perhaps where rights have been ended up being frozen out. I'm specifically thinking about the net zero scenario and compulsory acquisition protection here. I won't labor the point anymore, sir, but it was. It was a more general point, specific, specifically on the access point that you raised, but more generally, just in terms of parties being able to look after their own interests. Thank

29:29

you. Yeah, no point made and accepted. Mr. Philpot, any final comments?

29:37

No sir. Thank you. Okay,

29:38

thank you very much. Okay, so my last question before we go to any other business relates to the continuation of the discussion we started in compulsory acquisition, hearing one and and through extensive questions. And it's relating to the main. Writing the high green proposal before I get into another into my kind of main questions, can I just ask Mr. Henderson in your submission from the south tees group, can you explain why in a number of your submissions, you say that you understand the high green proposal has been dropped when the planning authority has, just as we say, updated us to say that it's still in progress. I mean, you know, I don't want to put you on the spot, but it's been a clear a couple of mentions that you've you've had, and I just wondered whether there was anything that we should know about why you've said that. But if not, then very happy for you to just say, clearly it is

30:47

Tom Hill. STG, so, I mean, it's simply my instruction to us, sir, that notwithstanding the planning application that my client's understanding was that it wouldn't be necessarily being implemented. But I can't really say any more than that without taking further instruction. No,

31:01

that's fine. I you know, I hope you accept that. I It's a valid line of question for me, because it was slightly confusing as why you were suggesting that when, all intents and purposes, everything else was suggesting to the contrary. So thank you very much. If you, if you do have any more information, then

please feel free to submit it, but thank you for for answering that. I would just give the applicant opportunity to respond if they so wish. Thank you,

31:32

Sir Harry wood, on behalf of the applicant, because so it's helpful to know that there's nothing more behind it than construction. It's obviously not our project, my client, different legal entity, so I can't take it any further.

31:43

No, that's fine, and I think it's probably just helpful, just to understand that, so that those of us that see that line in the in the responses have got some understanding of the background there. I was going to ask about an update from from the planning authority of where we are, but we've had a very helpful update already from Mr. Miller. So unless Mr. Miller, you have anything further to add to the statement you made at the end of the last question, we'll take it as as read and understood of where we are in terms of the planning application itself,

32:16

nothing further to add. So thank you. That's

32:17

perfect. Thank you very much. So I just want to explore this a little bit more. And the reason for exploring it a little bit more is we asked a number of questions in the second round of questions, and just wanted to follow up on them. Really, I just want to make a statement of where we are, where I think we are at the moment. Okay, so I'm very happy to be corrected on this and for additional details, and I'm and I'm also conscious that we had the start of a discussion about negotiations, or discussions being held between the applicant and South tees group about phase two. And as I said at that point, there's some lack of clarity in my mind what phase two is because of the chance of it potentially being moved, but this is where I think we are. Okay, so forgive me, this is just a bit of a pre, pre scripted statement of where I think we are. So the main site, which we all understand, what that is excluding for now, the requirements for work on the net zero T side, part of the site, because I think that's been discussed, and we haven't had the need for further discussion on that. It's been earmarked for phases one and two of the proposed application, and includes the main plants, ancillary buildings, access roads and storage spaces in the main it's been confirmed, obviously, that the precise design of the layout of the site is yet to be completed, but we do have a comprehensive indication of the likely layout, which has been included in the application documents. And when I say the likely layout, an indicative layout, you know, don't take that as any more than an indication of we've had a layout proposed as part of the application. It was clarified in the first ca hearing that the location of phase two is subject to possible change, but only if the high Green Project does not go ahead. And although planning consent for high Green has yet to be granted, at present, we're unaware of what other likely scenario there is for that project not going ahead, as we've just discussed. So if the high Green Project did not proceed, the applicant wishes to still have compulsory, compulsory acquisition rights over the area of the foundry earmarked for the high Green Project. If it's decided that phase two cannot be constructed in the location currently identified. The applicant submitted an interrelationship report at deadline two, which listed the unknown factors for the location of phase two as favorable ground condition results,

satisfactory completion of demolition and remedial works, compliance with a. Standards and regulations, national and international design standards with regards to separation distances. So we asked a number of questions about these factors in our second round of questions, and it appears that the design standards for separation distances are well established, and the applicant confirms that if the high Green Project were to proceed, Phase two will be able to be constructed in the remaining part of the foundry site, as identified at the moment. So it seems, on that basis that the remaining unknown issue, issue of the list given in the interrelationship report is regarding ground conditions. Now, in their response at the last deadline, South T's group clarified that they have a duty to remediate the site and will work with any promoter as they have to date. And although there may be more challenges with the North site, which the applicant identified in their responses, there is no indication that remediation cannot be undertaken. So does the applicant have any further explanation of the need for the area where the high Green Project is shown if the high Green Project doesn't proceed, as it's clear that the proposed development can proceed if the high Green Project project proceeds, yes,

36:23

everyone was Philpot on behalf of the afghan. So I just want to start by picking up on the summary of the position that you have outlined. And I should say, in advance, we will be providing a written response to this to remove any doubt, but one of the things you mentioned, you said that the location of phase two is subject to change, but only if high green does not go ahead. And so that that's not that certainly doesn't reflect my understanding of the position. My understanding of the position is that, as matters stand, phase two could be located anywhere within the site, and that even if high green does not happen, it doesn't mean it would necessarily go on the high green land. It's not that it is proposed on the high green land, and it will only move if high green doesn't go ahead. Its position within the land is flexible. And even if high green doesn't happen, it doesn't mean that it would go on that that that land. So

37:36

I just wanted to find, as I said, I'm happy to be corrected on any of my statement and and I think you're right to highlight that I was trying to summarize it in a summary. I accept that in in the applicants position, that that phase two could, if high green doesn't go ahead phase two could then go anywhere within the remaining land that is identified to be compulsory acquired. I'm happy. I'm happy for that correction.

38:10

That's just one that I immediately picked up on. What I would ask, I think, in the first instance, is I'll see if Mr. Ibrahimzadi has any he's shaking his head. I think so what it would probably be best to deal with this, having picked up that there are aspects of this summary of the position which we don't think are right or don't reflect our understanding of our case. If we provide a written response to this which explains, hopefully clearly, in the light of this explanation, what we say. The position is, I think that would be the most efficient way forward, rather than seeking to take instructions on individual aspects now, but in order to facilitate. Said, Sorry, just to complete my chain of thought, as you indicated when you're going through this, that this is a this is something where you have helpfully produced a note what you understand the position would be, if that could be shared with us in whatever form you're content with and published following the hearing, so that we can then take that away and respond to it precisely

and make sure we've fully understood it. I think that might be the most efficient way of clarifying the position between ourselves and your current understanding. So, yeah,

39:43

I mean, I'm happy for that. In terms of our, our understanding, a lot of our understanding has been generated from the responses from our, our written set and second round of written questions, which have, we're intentionally trying to get under. Each of the individual variables that have been listed. So in my mind, we've asked for the reasons why phase two might not be able to be in its current location, or you've offered those in the interrelationship report. We've examined each one of those individually, and there's still an unknown reason why, with having explored all of those individual variables, there still is a requirement if, if high green doesn't go ahead, to need the all of the remaining size. And I think I you know, I will highlight one of the very particular questions that we have we asked, which was, if high green does go ahead, will you be able to construct phase two within the remaining land? And the answer was yes. So,

40:55

location or phase two, it's not as though there is a location for phase two, within the land in which it could potentially go, and that might change it is that it could go in a number of areas, yes, and so it's not a question of it moving from somewhere where it's currently being allocated, as it were, there is an area within which it could go and where it goes in that at the moment, is at Large because of the combined effect of those factors that we have identified and that we've been exploring, seeking to help you explore through the the written answers, yes, I

41:29

mean, I'm, I mean, I'm sure, you know, you know why I'm asking these questions. Mr. Phil, probably it is, you know, I've got to be clear that, that we can, you know, we can confirm the need case for all of the land and, and I will, I will admit, Mister Philpot, I am still struggling to understand the need case for all of the land at the foundry, based on what STG have already said about, about, for want of a better word, You know, you know, sterilizing plots of land because of CA in DCOs, when that land, if the if high green does go ahead, will not be at available to you. Therefore the applicant will have to put phase two somewhere in what is remaining? So there's still an outstanding question of need when, by virtue of high green, if it does go ahead, the need will be taken away from you anyway, because you won't have access to it. So you know that's as honest as I can be about where I'm where I am at the moment, Mr. Philpott in this regard, and hopefully that would give you some indication of how best to frame a response in this regard. So

42:46

that's extremely helpful, because we obviously have to persuade you of the not only the need for flexibility, but also the scope for flexibility. And we, we would much rather you articulate in the way you have the concerns that you presently have, so that we have an opportunity to address them. So I'm very grateful for that. What I would say is that it is, it is perhaps best seen in this way, in terms of the principle that both the position in terms of high green and the position that has emerged during the examination in terms of SDG coming forward with another party who wishes to use part of the land on which phase two could be located. But those sorts of developments, in a sense, illustrate why it is

important not to be, why it's important to have flexibility to cater for precisely those sorts of other potential uses, important uses, that are seeking space within the site, in order that all of those projects can find a way of going ahead, and that we, as an important, nationally significant infrastructure project, are able to find our place within that mosaic when the pieces are not fixed and they change during the course of the examination. And the fact that we had had taken within the order that wider area has allowed us, has allowed us to explore the possibility, for example, with STG, of taking part of that site out while still being able to deliver whereas if we adopted a more narrow approach, then we might have been in a position where we have said, well, it's all or nothing

44:30

indeed. And I, you know, I do fully understand this is a very mobile area in terms of in terms of requirements, however, I need to see, I need to be able to judge that in terms of compulsory acquisition, rather than, rather than just land negotiation and flexibility. So you know, there is what you have highlighted is, is absolutely understandable, but I still need to to be able to justify the. Compulsory acquisition of that land, even, even not withstanding what, what you have just articulated in terms of how beneficial it is to have done what you've done. So, so I would ask for that response. I, you know, I, I haven't asked for the need case for every individual plot of land, but I've now asked for them, for two plots today, one being near cowpen, Beaulieu, and the other ones, very specifically, the area that that that high green would be in if it went ahead. And therefore, by by by virtue, you wouldn't have access to anyway, which you've you've committed to do, which I'm very grateful for. I'm obviously going to ask South T's group if they would like to make any comment. And at some point, would someone, is it possible to say what area you are talking about in terms of the location of phase two, if you can't then, then please, you know if it's, if it's a sensitive commercial discussion, then please do say, but a reference has been made to discussions about the location and the land for phase two, and I was just wondering whether that is where phase two is currently shown, or One of the multiple places that it could be located that you've alluded to, Mr.

46:25

Philpot sir, Harry was talking on behalf, I think, at this stage. So given the incomplete nature of the technical discussions, I don't think it would be right for me to seek to identify an area that's right. It may it may be that it comes to nothing, but clearly, if those talks do bear fruit in the way that we hope, you will indeed, of course, be provided with a revised set of plans, which will show a narrower area where phase two could go. Thank

46:57

you very much, and that's absolutely fine. I just wanted to ask, because I was just making, I was getting slightly confirmed. Slightly confused about what you were both alluding to. Miss Henson, you put your your video on your camera on kindly. Is there anything you'd like to add to that discussion? Please? Yes,

47:14

please. Tom Henderson, for STG, yeah. I mean, you've largely raised the point that I was going to raise, but I've got a few submissions to make on it, and I make these points, importantly, without prejudice to SDGs current position, which is the one that was outlined at ch one, which is that we object

to the entirety of phase two, on the basis that SDG is bringing forward Another development, critical national infrastructure, which remains confidential, but it's confidential, but it's continuing to progress. That's our current position. And so I make these points, also without prejudice to the ability for the parties to reach a resolution and a workaround. And as Mr. Philpott said, that we're not in a position to say what that might be at this stage, but as has been said earlier, in any scenario would, it would involve a reduction of the order limits in this area, so without prejudice, all of those points, just specifically on high green. I think the question boils down to the fact that the applicant is seeking alternatives for the delivery of phase two and is seeking compulsory acquisition for those alternatives, because it manifestly doesn't need all of the land for phase two. And your question is whether that justifies compulsory acquisition over all of those alternatives. And we we say that fails to meet the compulsory acquisition test. So in any scenario, if we can't reach agreement, our position is that a case isn't made out for inclusion of the hybrid site, because the applicants acknowledge that the development could go ahead in a separate location from that site, in our view, that that doesn't meet the CA tests. So the position, that's our position, in short, on the matter, thank you.

48:53

Mr. Tenson, does anybody else have anything they would like to comment about this? I'm conscious that it's very much an STG area, but obviously that doesn't mean no other person does have an interest. Thank you, Mr. Phil but would you, if you like to respond to Mr. Henderson at all?

49:16

Yes. So very briefly, it's not right to characterize this as alternative sites. This is a site where there is flexibility as to location, and that's a different matter, and there's no difficulty either, in principle, on the facts of this case, with compulsory acquisition being granted for an area of land to accommodate infrastructure where flexibility is allowed for us to precisely where it would go, that is, I may put it in this way, bog standard board, DCOs, the question that you have to ask yourselves, and that we will address you on, is whether the degree of flexibility is justified in the public interest when considered against the adverse effect. Policies on the persons with an interest in land and any other adverse effects that flow from that, if the public interest in the delivery of this nationally significant infrastructure project justify the flexibility to ensure that it can be delivered in an acceptable way, that compulsory powers should be granted so there's no issue of principle. It's not a question of alternatives. It's simply whether, in the usual way, the level of flexibility has been justified. We've sought to do that, and we will continue to do that.

50:36

Thank you very much. That's what I am seeking, and thank you for that discussion. If there's no other points to make about item 510 I am going to draw my involvement in today's hearings to a conclusion, to a conclusion. And thank you all very much for your your patience and your input across the whole day, and I will pass over to Miss Bennet Matthews to take us through to the end. Thank you.

51:09

Thank you very much. Sorry. Thank you very much. Mr. Simms, moving on to item seven and the review of the issues and action points, I think that I'm correct in understanding that the applicants have agreed to to provide the minutes of today's hearing. However, what I'm keen to do is to ensure that both

the examining authority applicants and interested parties are clear on what the action points are and any deadline dates we have some time before the anticipated close of the hearing at 5pm so what I propose to do is to briefly summarize the action points and deadline dates to ensure that they have all been captured by the examining authority, the applicants and interested parties, and that all parties are satisfied that there are no omissions. I understand that the applicant will then prepare a more detailed note of the minutes to be submitted to the examining authority for publication. The first action point I have is for the applicant. That's action point one to clarify the position regarding the supplementary funding statements, confirmation as to whether there are considered to be any major additional risk and liability and or liabilities that could change the cost envelope as a result of the change request, and in respect of what has been considered in the risk profiling. I have an action date for that of the six, sorry, of the deadline, six A, which will be Wednesday, the 22nd of January, 2025, the next action point I have again is for the applicant on the works, comparison plans, figure 8d, change eight, the pipeline at the southern end of dub home pipe is shown outside the order limits, the pipeline is being shown, sorry, outside the order limits, the applicant is to review and clarify the position the applicant is to check all of the plans of all similar issues in light of the previous concerns on this matter being raised by the examination authority. And again, I have the deadline of deadline six A for that third action point again, for the applicants a number of anomalies in relation to the plans. Lot 11, forward slash 138, new class in lands used by its group appears to show overlap with buildings as they've been discussed with all the owners, occupied tenants. Should the plot be drawn around the building rather than through them? Fiscal was seen on sheet three of the supplementary land plans the applicant to take away and receive instructions on that. Again, I have a written response by deadline six, a on that one action point four, for the applicant to submit a proposed timeline related to the prospective change request. It's referenced to enable and get to assess what is being to enable and get to assess what is being assessed and to inform and for the examining authority to form a view. I have an action date of no later than Friday the 17th of January 2025, for that one, the next action point is action point five again, for the applicant to provide a commentary on the scenario, that's the failure to satisfy national greeting. Electricity transmission PLC regarding the cell phone substation site and what happens in the in that event. And again, I have the deadline of six A for that one. Next Action Point I have is for national gas transmission PLC to provide a copy of the full sorry, to provide a full copy of its preferred protective provisions, and for this to be provided no later than deadlines six, a moving on to action point seven, for the applicant to provide an update on the progress with respect to the meetings and negotiations taking part with national gas transmitted transmission, and to clarify whether the protected provision, provisions referred to by National Grid transmission in its deadline, five submissions have been included in the draft DCO, and again, a response in writing by deadline. Six, a by the applicant. Action point eight, again for the applicant. PD, teasport submissions on crown lands, the applicant to respond to whether the book of reference needs to be updated to reflect the Crown land referencing. PD, tea sports. Deadline, five, submission and again, that information or submission to be submitted by in writing by deadline. Six, a action point nine, to the applicant. Applicants provide further justification as to why plot four, four, slash 24 is required again to be provided in writing by deadline six, a Action Point 10 again for the applicant to provide a note regarding the types of rights that could be affected and the relationship between the generic protective provisions and examples of such instances where such rights could be impacted. In particular, an explanation of how the DC this will be secure, sorry in the draft DCO to be provided by deadline six, a action point 11 for the applicant. Applicant to provide a written response to the position of phase two of the proposed development in response to the

examining authority's notes set out below that note being the main site, excluding, for now, the requirements for work on the Net Zero Teesside. Part of the site has been earmarked for phase one and phase two, and includes the main plant, ancillary buildings, access roads and storage. It has been confirmed that the precise design of the layout of the site is yet to be completed, but we do not have a comprehensive, comprehensive indication of the likely layout included in the application. It was clarified at C, C, A, h1, the location of phase two, subject to possible change, but only if the high Green Project does not go ahead. Although planning consent for high Green has yet to be granted, at present, we are unaware of what other likely scenarios there is for that project not going ahead. The high Green Project did not proceed. The applicant wishes to have composite acquisition rights over the area on the foundry earmarks for high green if it is decided that phase two cannot be constructed in the location currently identified.

58:41

And I think the applicant I'm not posing to read all of that out honestly, the applicant wishes me to do so I'll defer to Mr. Chris Butler if he requires all of that to be read out or that's sufficient.

58:54

No, I'll check with Mr. Philpot. I assuming that you had somebody type in the comments as it went. And we can provide a full list in a in a in the action note to you, which will come out shortly. I just wanted to go back and cover a couple of aspects in terms of action point three that was read by Ms Bennett Matthews. I've also got to note that the applicants to check all plans for similar issues on other plans, for example, in the Billingham area, where a cooling tower seems to be affected. And then in terms of action point four, I had that you were going to provide a timeline for the perspective change request, as opposed to full details related to it. And then in terms of the action point for national gas transmission PLC, that was actually directed to national gas transmission PLC to provide a full copy of its preferred protective provisions, as opposed to the applicant. So those were my notes, just in correction me. Mr. Philpot, do you have anything else in your action points that we haven't covered?

1:00:06

Just a couple of points, if I if I may, and then I'll I know that Mr. Matthew Fox from Princeton Mason's has been taking a note of the action points. I just want to check if there are any that he's got that we haven't got already. First is it was suggested the applicant would provide minutes of the meeting, as I understand it, what we're to provide as a summary of the action points which we will do. So we saw, we noticed that in the agenda, yeah, on the final item. So you indicated that we would, we could be provided with a note of the point that your colleague went through, so that we can then respond to that directly, and rather than we haven't been able to take an exact note of what was said, and so that would be great. And also, if there's anything in that note which on reflection of the discussion you wanted to clarify, it would be an opportunity to do that as well, and obviously we'd want to make sure that we address the most up to date version. Let me just check and see if there's anything else that Mr. Fox had you.

1:01:24

So yes, the I think we've got two. So in the change request, figure six, you'll recall we agreed to review whether the land remaining in the order limit should be within work number nine, construction

compounds, rather than work number six, the hydrogen distribution network. Because that discrepancy was highlighted in the examining authority's oral questions, and we agreed to take that away and check it. Yeah. Of Oh yes. And then we also had one more, which is that we agreed to provide an explanation in writing on the position as it pertains to the use of compulsory acquisition powers on Highway land, and how that affects the Highway Authority. We had a discussion of that, and you've heard from the highway authority that so far is present on that point, but we agreed to provide something in writing so that you had, hopefully a clear position to take away. Okay, just to repeat those two.

1:02:42

Sorry, Mr. Philpot, do you want to do your last one then? Yes.

1:02:47

And then there was, there was one more, which was in terms of the position of those parties that would not benefit from either bespoke protective provisions or the generic protective provisions, we agreed to take away and consider whether there was anything more that should be put in, either the ctmp or the CEMP or otherwise, in terms of managing impacts to accessors for such parties so

1:03:28

please. What I'd ask you to do is, if you could send those to the case team as soon as you can, and then we'll review them and we'll get them into a finalized list of action points, the first two, I've got a complete note of, and they just say change request figure six, to review to see if it's work number nines rather than nine rather than work number six. And then I've got explanation in regard to compulsory acquisition of land and how that will impact on highways land. Explanation in regard re cost acquisition of highways land,

1:04:10

indeed, sir, and the other powers and the why it's acceptable not to have protected provisions for or not necessary to have any further protections in that respect. Yeah,

1:04:22

okay. And as I say, if you can send your notes to the case team, either Lily Robbins or to ram or Bernie, so that we can then have a review of that, and then we'll get them published as soon as possible. In terms of other parties. Does anybody else have anything they've made note of that was an action point that they believe they need to raise to get included in the list? I'm getting no indication. I.

1:05:01

So just moving on to any other business. Does anybody else have any other business that they want to raise today that hasn't already been covered elsewhere in this compulsory acquisition hearing? I'm

1:05:18

getting no indication. So I'm going to move on to the next agenda item, which is the close of the hearing. And I'd like to say thank you very much for your participation in this hearing today, which has been extremely helpful and useful for us. We're finishing 10 minutes early. In actual fact, from what we predicted following this compulsory acquisition hearing, the second one, there is no longer for a need to

use the reserve date for the compulsory acquisition hearing, which was set for Thursday the 16th of January, 2025, at 10am as such, I would confirm that the reserve date for the compulsory acquisition hearing number two is canceled, in accordance with my rule eight, three, letter and 13, letter of the ninth of december 2024, no other notice is required to be given of this cancelation. To be clear, this cancelation of the reserve date only relates to the poultry acquisition hearing two, and is not related to any other hearings which we're holding this week, which may, may still have to use that reserve date. That's the issue specific hearing three into environmental matters. Issue specific court for hearing four into the draft development consent order and the open floor hearing, which is scheduled for Wednesday afternoon. So thank you very much. Once again, I would like to thank all parties here today watching the live streaming or watching the Digital recording for their interest in this application. I would like to specifically thank all those parties here today who have participated in the compulsory acquisition hearing. The time now is 1651, and I declare this compulsory acquisition hearing for the proposed h 2t, side national nationally significant infrastructure project now closed. Thank you very much. Applause.