

# TEXT\_ISH6\_Session2\_A428BlackCat\_021220

## 21

00:15

Welcome back, everybody. The time is now 11:25am. I am presuming session two of the six issue specific hearing. Case team is everyone back in the room?

00:33

I'm sorry, I can confirm that everyone's back in the room. And if anyone's new to the hearing, who's not had a chance to introduce themselves? Could you please raise your hand? Thanks. There's been no new parties that have come in. And so and I can also confirm that the live streams working. Lovely. Thanks very much. Okay. I will move on to Agenda Item seven. And this is article 55. Traffic regulation. We'd asked a common question about this in first written questions. And then we had a follow up question in second written questions. And I just, and this was also commented upon by the Cambridgeshire authorities, we've not had a response, I believe Miss Hendry on this question. So it's, it's basically repeated that question. I can repeat it for you, if you like.

01:25

Thank you, ma'am. That's, that's not necessarily 100. For the for the applicant, it recently came to my attention that that was omitted in error, our response to that question, so I'm, I'm happy to cover that now. But also, what we did do in response to that question was amend article 55 In the latest version submitted of the order, which is rep four dash 006 Or if you'd like to see the changes are dash series or a seven and we understood the point about about there being some ambiguity particularly when we are you know, there is the possibility that some parts of the scheme may be open for use at different times and therefore, using that as a trigger may cause some some confusion. So, the way that we have proposed to address that ambiguity is to in fact change the drafting of the relevant parts of article 55 such that the trigger is now from the last part of the authorised development coming being first open for public use. So, instead of having multiple first which you can do, there's only going to be one last part and that would then trigger the the timeframes commencing.

02:47

Okay, can I have a view from the Cambridgeshire councils and indeed any other local authorities who may have a view on this?

03:00

Francis Tyrrell stood on behalf came to authorities. I thought we better chip in things. We raised it in written responses. We see what the applicant has done and when we understand them, we think that doesn't actually fix the problem. It's always difficult with some of these drafting points to fully capture with all and any any ambiguity. But I think what happens down there is probably sufficient for certainty at the moment. Conceptually, one will never know what's the last part until one knows what's the last part but I think it's probably sufficiently clear for present purposes.

03:39

Okay, that then that satisfies me. And I'm happy to move on. Do any of the other local authorities have a comment on this?

03:54

Thank you, Jethro Punter referred to from Central Bedfordshire Council there's no further comment on this from Central Bank

04:05

Melanie MacLeod Bedford Borough Council note we've nothing additional to add. Thank you.

04:11

Thank you. Okay, then I will move on to Agenda Item eight, D trunking. So I want to cover two aspects here. One is the status of negotiations but also then the content of the document and I don't actually know what the document is. So let's start with the status of negotiations because that might shed some light. So given the negotiations are ongoing, can I just ask for an update first with the from the applicant followed by confirmation or different view from the Cambridgeshire authorities and Bedford Borough Council? Yeah, Cambridgeshire county council and Bedford Borough Council.

04:59

Thank you much. They're Lorrae Hendry Ford for the applicant, I'm happy to provide an overview of where we think we are with engagement. And then as you say, the local authorities can chip in. So to date, we have had multiple meetings with Cambridge account Council, going through the detail of the of the legal agreement, where progress has has been made, there are still I think it's fair to say some points of principle, outstanding, and the parties have arranged by weekly sort of fortnightly meetings, apologies, going forward in an effort to really get to the bottom of those points, so that then parties can agree the de trunking process as well as the handover of local assets in in to be captured in in the legal agreement. So I think that the the progress made with with Cambridgeshire has been, has been good. And is there is a view to continuing that engagement with an effort to agree the legal agreement as quickly as possible.

06:01

Okay, so so then that means that there are three things that you're agreeing there's the content of the de trunking handover plan, Brandt road standards, and a legal agreement.

06:20

So thank you Mark, Lorrae Hendry for the applicant, the legal agreement, encapsulates those two other aspects. So the legal agreement sort of puts in a in a form or in a in a legal process at the certainty of those other two aspects that you spoke of.

06:36

Okay. We have not seen the content of either the legal agreement or its subset handover plan and road standards plan.

06:44

That's right. Thank you. The RE 100 for the applicant. What we did provide at the deadline for was sort of an overview of the handoff process. Yeah. And that doesn't save you it.

06:58

Apologies. Sorry to interrupt you, Miss Hendry, carry on. No, no,

07:03

I was just going to say and that that sets out what the the legal agreement is looking to secure.

07:09

But it doesn't tell us what what it what it is what the the de trunking handover plan is or indeed what the road standards are?

07:18

No, it doesn't set out the detail of the roads, the local highway standards that are being currently negotiated between the parties. But what I guess what it was intended to do was to show you the the thinking behind and the content of the legal agreement without going into the specifics that are still being negotiated between the parties.

07:41

And does this needs to be secured in the draft DC.

07:45

So, in in respect of the local highway assets, we would refer refer you to article 13 of the draft order, which already requires that the local assets are constructed and completed to the reasonable satisfaction of the local highway authority. And as such, our view the applicants view is that further certification as proposed by Cambridgeshire county council is unnecessary. Because that trigger in article 13 coupled with is sufficient on its own, in order to ensure that the local highway authority has to be reasonably satisfied with the condition of a new asset before it can be required to take over that asset.

08:40

Okay. I think we might have just a straight into another point I think we have. So let's go back. So let's just go back to the status of negotiations. If I could get comments from Mr. Tyrrell first. Sure.

08:54

Ma'am, thank you, everyone. So on behalf of the came to authority, specifically the county council on this regard. Yes. As misandry has put it is correct. We've had I think about two iterations of the agreement. This exchange between us it's currently with us arrived last week to review and comment back, I think, on the specific issue of handover. That is probably the least controversial. There's a few tweaks, I think, still to be sorted out. Largely relating to how we tie that in with the question of standards. We are still discussing between the parties, what are the right standards? And the just the question remains at the moment. I think it's a handover as to how much of the standards after been

complied with before erode can be handed over? But I think otherwise in terms of the process, what must be provided? I think on the handover of existing D trunks D trunking. Specifically I'm talking about now I think there's we're largely there Ma'am, I will say, I know what you said about your your sight of these issues and where we are with them. I mean, I, obviously I will take instructions, but I think once this agreement is agreed, and hopefully it can be done quite soon. I don't think from our side, we'd have any concern in sharing the document, I think that we anything in it, which is especially confidential to the parties in that sense, and in my mind, it would probably be disclosable under EOI. If I grounds in any event, but we can look at doing the whole thing or just the the essential parts if that would be useful to her or I haven't discussed this with applicant, maybe they may look to update to their and overband documents just to include more detail. I think we would be relaxed if but it'd be useful to the panel man to have more detail than I think we wouldn't have any objections to that.

10:51

So to the first point, in terms of progress with negotiations, it's relatively satisfactory. And you think that there's agreement is imminent,

11:00

I think on the on the specific points of handover and de trunking. Yes, I think there are other aspects of the agreement, which we are struggling to find agreement on. I think a bit more to be fair, but I think on these particular points, it's, it's there's there's good progress. We do. I think both parties need to make a concerted effort to try and crack on with agreeing the standards, because obviously, this is dependent upon them. So what

11:24

else does this agreement have? I thought it was just about de trunking. And standards?

11:28

It does. The intention was to be at a more comprehensive moment. So it does cover some of the other issues. For example, you recall, I think yesterday's hearing, we talked about payments for damage to the road and provisions for that. So those sorts of aspects are all looking to be caught as well in the agreement.

11:49

Okay. Okay.

11:52

So this is go, so it contains. Okay, fine. Well, I think if this is something that is being secured by the DCO, I think it's absolutely crucial that the examining authority has view of it. Applicant Do you have a view on that or a contrary view on that?

12:12

Thank you, ma'am. The re entry for the applicant. One thing I would note is that the we're not expecting the legal agreement to be secured by the DCO in any way, the legal agreement will stand on its own feet. And it will be a binding agreement between the parties as any other legal agreement would, it will

merely, I guess, expand on or provide the process that the parties will follow in complying with the order as it currently stands, in our view. So it will supplement the order and not necessarily be secured by the order, it will have its own personality.

12:52

So in a way, we can't give it any weight, then we can't give the content of that document anyway, we have to go by what's what's in the you know, what's before us. And what's in the ies, for instance, at the moment, in my view does not give us adequate information about D trunking. Or indeed the state in which the roads are going to be handed over to the to the local authorities so so even if the local authorities were to tell us, are we happy with whatever has happened? i We can't tell the Secretary of State that, you know to that we can't give it any weight and indeed can't take account of it in our recommendation to Secretary State. So how do we address that? It's, you know, it's it's I'm sure it's, you know, there's way around it, but how do we address it?

13:44

Thank you, mom. re entry for the applicant. One thing I would say is that if agreement is reached between the parties, in relation to the process for de trunking. And if subjected to instructions, we do provide that either either to the panel or to the examination at large, then presumably wait could be put on it even if it's not necessarily expressly secured by the order. It would be evidence before the panel to show that the parties have come to an agreement in relation to the handover process and the do trunking aspects and therefore comfort could be taken or weight could be given that the therefore the order as drafted is appropriate.

14:29

Sorry, Mr. Tyrrell is trying to say something. Yeah,

14:32

thank you, ma'am. Francis Tyrrell On behalf cams resources, I was just going to add you so I think we would agree with Miss Emery said in terms of the we wouldn't expect the agreement to be certified document, for example, or in any way fixed as part of the order. It is an agreement between parties and obviously has legal enforceability in that regard, but should be capable of changing between the parties if that is agreed between them both as any agreement would ordinarily be I think the position here is probably very akin to protective provisions, which routinely would have in a DCO, where you would often have the protective provisions will say that x will not happen unless the other party y gives its consent and not to be unreasonably withheld. So that's what the order says, then obviously, there's a concern of the panel and and the Secretary of State to ensure that that consents can be forthcoming to understand how that might operate, and to make sure that there are no problems in that regard. So you will have an underlying agreement. And what we would suggest here, and I won't go into the, the site disagreement, I think we have other wording of article 13, which honestly, we do retain our position on. But as long as article 13, were clear, requires the local authorities consent, we will then provide you this agreement to give you the illustration and information as to how that consent process will be sensibly administered. So that you will know there won't be no two parties just digging their heels in and no rules as to how and when that consent would be given. And that's essentially what the the agreement is doing. The agreement is setting out the rules of the play essentially, between the two parties, as to how

how the consent will be given. So in other words, what national highways has to do and what information they have to provide. And then, effectively the principles against which in this case that local highway authority will check what's been done to determine whether or not consent is given. So as I said, I think the agreement will be applied on a sort of uninformative basis. So you and this extra state can have comfort that the process which is set out headline in the DCO will in fact, be administered sensibly.

16:41

But can't that process or the headline of that process? Or indeed even the headlines of this agreement in its own right, be embedded somewhere such as the EMP? Couldn't it be an appendix to the EMP?

16:54

EMP? Possibly, yeah,

17:00

I'm off camera authorities. I'm not sure that would necessarily give any greater utility. Okay. To to the process. I mean, there is a question of. So I don't know, you don't want me to stray into article setting. But there is a question of, sort of general objective legal transparency in terms of when these things have happened, which is why we say there is a need to have a certification process that we've proposed in our markup

17:30

of the of the order, the sorry, on the reference for that. I don't have to hand they were trying to get the

17:42

sorry, that's in rep 3039. We say that's necessary. So the world at large do know when this tangible process that the agreements put in place is resolved. And we then certify on the back of the process hadn't been done. And then everyone then knows, when the de trunking has happened and what's been gone through there was a risk at the moment that there was no real clarity on the face of the audit as to when that's happened, the authority needs to be reasonably satisfied. But how does anyone else know the reason is it is reasonably satisfied. So that's what we're saying we need this certainty as to timing and extent of the the the satisfaction and that that provides that public facing piece and that legal certainty piece. Beyond that, it isn't a position of the authorities that the agreement necessarily needs to be part of the order or any of the associated documents. But equally, we wouldn't have a strong objection to it. There's just I don't think we see it as as necessary. And I don't think it would be in accordance with DCF. Practice more widely.

18:47

Okay, fine. No, that's helpful. I generally start Okay, Miss Hendry, did you want to add anything?

18:54

Thank you, great questions. Lorrae Hendry. For the applicant, the only thing I would say, ma'am, to that is that the concept of a side agreement in, in, in this sphere is quite accepted. And it's not usual practice to import the terms of those agreements into the order either either at a high level or at a more

detailed level, or to secure them by the order. So I know we'll get into that at the next agenda point, but that would be my submission at the moment.

19:21

Thanks. Fine. Okay, that's fine. Okay, so apologies. Let me just collect my thoughts can bear with me one moment. Yes, so timescales, you're still agreeing content, then there's article 13 itself and then there is the signing of an agreement. Can you give me a rough idea of timescales and perhaps something that we might be able to see at the next deadline?

19:50

Thank you, mom, Lorrae Hendry for the applicant, I will obviously invite Mr. Tyrrell to confirm or deny that the parties are working. You know, with with the intention to agree this as as quickly as possible with the hope and the ambition that this will be done before the end of examination so that you, as we've said previously, do get the benefit of, of understanding that the parties are in agreement before the end of the examination. Is there was a second part to your question. I think it was that it?

20:26

No, that was it for now, there is a second part of my question, but I'll just come to that in a sec. So before the end of the examination, so let's just break that down. Deadline six, can we expect anything a deadline six? Actually, actually, Miss Hendry, before you answer that. I do have a question. The just going back one step. Mr. Tyrrell, you said that there could be a public facing piece that we could take comfort from? So there'll be something in the examination, which is there for everyone to see. What what is that public facing piece?

21:03

Ma'am, what's the chemistry kind of counsellor? I may have confused you. I was talking, I think in terms of the process under the audit. So the amendments we seek to article 13 are to generate that public facing piece, which would be the certification by the by the by the local authority. So we would have a requirement in the order that we certify various things that effectively the job's done. Yeah. The agreement tells us how we get from that application for certification by the applicant to that certification by the local authority, it sets out the rules of the game. And that's why we and then the world at large, because what we're dealing with here is not it's not really a private matter, it's dealing with who is the hiring authority for road, what is that highway, etc. There is a need but the world at large to understand that. So the certification would give you clarity as to timing of transfer the world at large to know. And also with the amendments, we've included, what actually is the width of the highway and other slightly more present issues as well. That's the public facing

22:06

side. Okay. Understood. Sorry. So then going back to timescales. Might what was my question? The question was, can we see anything deadline six.

22:21

Thank you my very entry for the applicant. I think, given where we are with progress week, Mr. Tyrrell may be able to assist me here in in what we perhaps can do collectively by by deadline six, we do have

another meeting scheduled for next week. But I think we will be doing an update to the statement of common ground at deadline six. If that's if I've remembered that correctly. Yeah. So it may be Mr. Toole that what we could do in the meeting next week is just go through the the breakdown that we have, or or include something in there that will provide the panel with the update as to where we are in relation to the agreement. And any movement we've made in relation to the DCO drafting.

23:07

Indeed, I want to turn on behalf Kendra authorities. I agree with what was Ms Hendry said we should definitely do that. As I mentioned. We did a version of the agreements. Last week, I believe the we there hasn't been as to say there hadn't been much exchange of technical comments on that investment agreement for quite a period. Before that. We're hopeful to turn around comments on that ahead of the meeting that we have with national highways next week so that we can discuss something more concrete at that meeting. The answer, therefore, we're hopeful that certainly by deadline six, the position would have moved on or we can report back further. Like probably the statement of common ground, as was suggested as the as the appropriate place, or that report to be made. And then obviously the panel will have that we are extremely keen, from the authorities point of view to conclude this agreement as soon as possible. We appreciate as I said before, there is some work to be done on both sides, I think in pushing the standards question forward, but we are very keen that this will be completed. Not least because we are mindful of two things really one that on the a 14 scenario, the agreement wasn't concluded ahead of European made and that and that put the council's in a slightly invidious position. So they are very keen that this needs to be completed in sufficient time before the close of examination so that we we have comfort, because if it's not, then obviously we would need to come back to the panel and and try and seek the protections that we need in another way and that would be via certified document to the order essentially I think we certainly don't see that I don't see why that would need to come to pass. And we very much believe the way we're currently doing this The better way. So I think that's, that's where I'm at at the moment.

25:05

Okay, good. So I do have a couple of questions. And I do have some thoughts in terms of the way forward has been put forward. But before I get into that I didn't want to bring in Bedford Borough Council because I think they're affected by this as well.

25:23

Thank you, ma'am. I'm speaking on behalf of Andy Andrew Prigmore, who has had an acute personal issue to deal with this morning and is travelling now to be able to log on. So he may join at any moment.

25:38

Thought I saw him join Oh, yes, I

25:40

think he joined on and he's Carphone, and then he got thrown out. So yeah. No worries. Okay. But in in the meantime, I can confirm that we're happy with the bed for Boris Happy with the handover processes

set out. But without straying into Item b, we we haven't made much progress on the side agreement. So Andy may be able to enlighten us or I may have to submit that by deadline six.

26:17

Okay, so. So as I understand it now, the site agreement includes the handover process and the standards document. So So you've made progress with the process and the standards document, but the site agreement itself, but because they're all linked, is not been agreed?

26:38

Yes. In fact, we have no issue with the Bethabara has no issue with the standards, or the the timescales for handover. I think it's more about the actual asset plans and the the information on that.

26:57

Okay. All right. So I think that kind of neatly leads me on to some of the questions that I had. How should we do this? So let's start with the question first, and then I'm going to talk about the just a few thoughts that I had on the way forward. So my question is, is the crucial one, what if we've not reached an agreement? And you don't have the site agreement signed before the close of the examination now, Mr. Tyrrol? Before said that, there's, it's possible that they would then look for other protections and through potentially a certified document? What is that? What would it look like? When will we get to see it? Because then do we need to twin track a process where we're looking at a option B alongside option A, Option A being the side agreement with these two inclusive documents? And option B being different kind of protection that's given to the local authorities? misandry.

28:10

Oh, apologies, mom. I had assumed you were directing that to Mr. Tyrrell

28:13

I was referring to something Mr. Tyrrell said. But the question is to you is that what happens if you don't reach that agreement? And if there is going to be a certified document of some kind? If you don't reach that agreement for the close examination, what will it be? What does

28:32

that mean? It's just one certification authorities, it might be useful, just to clarify, just before this entry onto that, I think we would also look for the protections as I suggested, if we have the amendments to the order that we've suggested, which requires us to satisfy the process, then that in a way would be sufficient to give us protections. But it would leave the applicant at little at large in terms of how we would administer that certification process, they wouldn't in the absence of agreement, they wouldn't know quite how that that would be done. So it may be that there's a need for a sort of further document, which could be revised to explain that. And I would envisage that would look a little rather like what we currently have on this issue in the draft agreement anyway. So I think that would be the content. But from our point of view, we're not saying we would absolutely have to have a certified document for this. If we have to change that we proceed.

29:29

But I suppose the question I'm asking is that, if that's the fallback position, shouldn't given that you don't have agreement yet? And if you've already talked about a scenario where you did not reach agreement before the close of the examination, ie 14, then this fallback position that you have, shouldn't that should shouldn't the examining authority start to see it? You know, some kind of drafting to that to that effect.

29:59

Much Like saying is this is this whole life taking us down? And I'll just run by authorities? Yes, I'm obviously we fully appreciate that the examiner authority would need to see that sooner rather than later. However, at the moment, as I said, the I think we're doing the same job, essentially for both purposes. So in negotiating the agreement, we are effectively negotiating what both parties would want to see. So I think, although other parts of the agreement, obviously would not be applicable if we sort of dropped out the agreement, because we didn't conclude the agreement, that bit of the agreement that related to the handover plan on the basis of that. If both parties are brand new, in any event, at that point in time content with it, then we obviously have the wording for that anyway. So what I would suggest is do that just just yet. And I see, I, we certainly wouldn't want to just provide the panellists something great last minute, but I think it would be premature at the moment to sign a separate document. We have it effectively at hand anyway, because of the way we're doing on the agreement with each other.

31:01

Okay, and I'm waiting for Bethabara. Counsel to confirm that. So it just in terms of next steps, I know you talked about sticking out of common ground. Sorry. Did you want to come back on that? Miss Hendry, anything to add?

31:15

Thank you, ma'am. The re entry for the applicant, nothing other than to say that we would obviously prefer the legal agreement to be secured and not have a separate certified document. And also that we think the the current drafting of the order is sufficient.

31:29

We'll get to that. Okay.

31:34

So just in terms of the key steps, then you talked about the statement of common ground, it seems to me that there's a few things that are pending. There's there's the content of these two documents that will be included within the site agreement. And close or far, it has not yet agreed the content of that has not yet agreed. And I do wonder if in the statement of common ground, you could provide us with what are the matters that are currently not agreed, so that just so that we can understand the scale of the negotiations that are still pending? It would help us I fully understand that this is outside the DCO process, but it would again, to understand what is pending, it would help us if we could see the current version of the of the side agreement.

32:31

Is that possible?

32:36

Including the two documents.

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Thank you, ma'am. That's something that I would have to take instructions from national highways the applicant on. Okay,

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so we put that put that down as a hearing action then. And of course, if you if you can, if you can provide it to us. Great. If you could see that a deadline six accompanied with the points of disagreement, then that's good. It just seems to me what's making me uncomfortable is that there is there's content of the two documents that you've not agreed on, then, but there's also the drafting and the DCO. And it seems like the drafting and the DCO is something that you're possibly further apart on. And if that's not agreed, then what?

33:31

Thank you, ma'am. The re entry for the applicant, I think it's helpful to sort of separate the two elements that we're talking about here. So we're talking about or unless we focus only on the D trunking. Process and Park, the the local, the new altered, diverted local highways, which are dealt with under Article 13. Because I think that the the drafting in article 13 deals with with that aspect of the sort of the new or altered local highway assets as opposed to the D chunking. US aspects. Okay. So, would you prefer to deal with just the D trunking. At the moment, let's just deal with the D trunking. Okay. So, under the the order as currently drafted, it allows the the applicant to propose a D trunking date on upon which the D chunked assets would transfer over to the local highway authority. Now, we understand that the and have seen and are considering the amendments sought by Cambridge account Council in relation to that, which would impose a sort of a stop gap so that national highways or the applicant weren't able to simply do trunk and therefore forced the handover of those assets. Now, we're considering that in the context of this scheme, we understand there's precedent for a, a control mechanism in an audit to to be used. For example, on the The a 14 order where Secretary of State consent was required for the D trunking. Date. And I believe on the the A 585 Windy harbour order where Secretary of State consent was also required for the D trunking. Date. Now, we were considering that further and I'm taking instructions on that in the context of this scheme. But one thing I would note is that that seems to be is perhaps something that would give both the Secretary of State and the council some comfort that the that legal process of simply de trunking and therefore handing that asset over to Cambridgeshire, county, county or the or the other local highway authorities might might be a better solution. So I say that with without without prejudice, because we're we're continuing to consider that in the context of this scheme and in the context of our discussions with Cambridge county council.

36:00

Okay. Okay. So I think I think what we can if the statement of common ground can set out your positions with respect to that, then that'd be helpful. And then, and then what? What do we do after that? I think it would be helpful given that we've got deadlines seven. Before written questions,

apologies, I'm just going to very quickly consult on this. Yeah. Can you propose a set a further step at deadline seven, which would have reporting to the examining authority? In terms of your negotiations, and what progress you might have made by then,

36:57

thank you bombs are very heavy for the applicant. We have no objection to providing a further update as to progress or deadlines seven, in relation to the de trunking under the new highway assets in the context of the legal agreement and DCO drafting, we can provide that update? And could

37:13

you as part of deadlines, six, also give us an agreed potentially timetable. And I know it's you know, these things are it's very hard to put down but an agreed timetable with reference to this examination of how we can see progress here in order to achieve the deadline that you, you know, very helpfully set for yourselves, which is the close of this examination.

37:39

Thank you, moms are very helpful for the applicant that's understood and acted. Okay.

37:43

So I think sorry, Mr. Tyrrell

37:46

Francis Tyrrell on behalf of Cambridge authorities, as I say, certainly, we would welcome a timetable to conclude both the agreement and at the moment on the order that I'm going over the point but be in relation to the tea trunking proposals that attendees just just in terms of reference, the Secretary of State, I think that's the first time we heard that suggestion, so we'd need to think about it. But I don't think that would give the local house authority the comfort they need. I think it would also bring us back to the conversation we had earlier in terms of what then are the rules that apply? So in other words, what does the Secretary of State have to consider when deciding whether or not these things are to be d trunk? So we would then end up in this scenario, as you refer to earlier in terms of is there a document that sets out what needs to be done and what should have been done and what St. The asset should have been? So I think that does bring us back then to making sure the Secretary of State has some sort of document that's been settled and established. So I think that would require careful thought, and I'm not sure necessarily what we the applicant would would want. But our position remains solely to instructions that we want the local authorities to give their consent to the assets that are D trumped, because at the end of the day, they will become their assets. And so they have the liabilities and responsibilities. They have to act reasonably. And we should be able to conclude agreement, which sets out that process and the order should correspond with that, rather than how the Secretary of State sort of making a guess as to whether or not they should be transferred, and then just sticking something on the authorities, which is essentially what might happen.

39:18

That's a good point. Miss Hendry, can you respond to that today?

39:21

Yes, thank you, ma'am. The re entry for for the applicant. The first point I would make is that, you know, we're not we're not talking about too inexperienced parties here, the Secretary, the Secretary of State would presumably assume that two highway authorities would be able to come to an arrangement as to how these things will be done. In addition, the the I'm not suggesting that the legal agreement is done is done away with and the process set out in the legal agreement would would still apply. What I was merely suggesting was that it may be of comfort to the to the panel and to the secretary of state that the applicant was not sort of in a position where it could unilaterally even if it did result in it being in breach of a legal agreement. Handover a de trunked asset that was perhaps at a at a standard that wasn't acceptable to the receiving local highway authority. What What would you wouldn't expect is that that process if it was to be decided by the Secretary of State, as was the case on the A 14, and on the A 585, that they that would follow and include a detailed process or even a high level process as to how that might be done, the Secretary of State is, is the appropriate body. And there would be there would be consultation with the local highway authority as there is in relation to the requirements, so that the views of the local highway authority on the proposed de trunking date could be obtained and taken into account. The only other thing that I would add is that what we're merely trying to do is replicate the powers that already exist under the Highways Act under Section 10, which allow the Secretary of State to do trunk assets, and in which case, they would then be handed over to the local highway authority. So we're in the order, we wouldn't want to do anything that would give us sort of less, sort of change that process that already exists under the under the Highways Act.

41:28

Okay. Okay.

41:33

I think I have enough on this for now. And in terms of the hearing actions, I think that kind of covers I think covers the the main bulk of what we'd like to see next. We sort of covered see as well. And I take Mr. Tyrrell point, and the applicants agreed on this. That giving examining authority site of plan B is perhaps a bit premature, but let's cover that. Let's we'll take a call on that. Or when we get to Deadline six and updated at line seven and perhaps revisit that and written questions. Okay, I don't have any further questions. I was going to move on to Agenda Item nine. But I'm just going to turn to my colleagues and any other parties if there are any points pending that you'd like to raise. Okay. Mr. punter.

42:40

Thank you. I'm just regard to page B, central Bedfordshire Council, so, it to a side agreement with regards to to handover of boats being prepared by national house with regards to this scheme, particularly Barford road scheme. Just with regard

42:59

to Mr. Punter, could you just hold your microphone a bit closer to

43:03

apologise just with regard to a to b, and specifically with regard to the side agreements with regard to to the handover of local road assets? Presence, just to confirm that the progress of the site agreement is is perhaps a little slow, regardless interpretation. And we're keen to see some progress made on that particularly bearing in mind the the kind of ongoing timescales of the of the hearings at present. So we're working to make some progress on demand we are moving a little more slowly than we perhaps like with regard to decide agreement.

43:46

Noted. misandry cannot be taken on board.

43:51

Thank you moms are Lorrae Hendry for the applicant. Absolutely. As I understand it, the difficulty that is being experienced is is unfortunately one of payment of fees and working out just a mechanism, not the concept, just a mechanism in order for that to happen to unlock comments back from Cambridge or sorry, central beds, on the legal agreement that was provided some time ago. Okay. It's, it's it's more unfortunately, administrative than anything of of substance, as far as we know at the moment, but we're, I think both parties are working hard to try and connect, connect the dots on that one. Okay, so

44:32

I'll leave that for the two parties to negotiate outside of the hearing, but that's helpful. Okay. Now, moving on to Agenda Item nine. Can I go to Agenda Item nine be first. And Miss Hendry, if you can perhaps just give us a balance of nationally significant highway schemes where Secretary of State is the only discharge authority and perhaps a balance of other schemes where the local highway authorities are also discharging authorities for some article for some of the requirements and the DCO.

45:13

Thank you, Mom, Lorrae Hendry for the applicant. So we have carried out a review of the nationally significant highway schemes that have been made to date. And in all cases bar the A 19 slash a one eight for a no sorry, apologies a 19 slash a 1058 Khosrow junction improvement scheme. The Secretary of State was the discharging authority, in all cases, save for some scheme specific examples, or perhaps where it was archeologic archaeology so where it was more appropriate for say, a different discharging authority in those cases. So on the whole, all national highways, or highways, orders granted to date, have had the Secretary of State as the discharging authority, save for that one, one exception, the A 19, a 1058, which, as I understand was granted during the period of change between the Highways Agency and the incoming of of highways England, which involved quite a significant shift in governance, and and that it was felt in that case that it was more appropriate for the Secretary of State to not be the discharging authority, but in all other cases.

46:48

Okay. Okay, then

47:02

I'm just if you could, given that some of the parties, local authorities have written to us saying that it would be good to have some discharging authority with local authorities. Is that still the position of local

authorities? Or do you have a differing view based on the information just before us? Okay, okay, I think I'm going to take that information away. And if I have further questions, I'll put that in written questions. So I'm going to move on now to agenda item 10. Apologies for agenda item 10. A, I don't need an update on that. So we'll move on to agenda item 10. B. Just in light of the proposed change of wording proposed by the applicant, is this now agreed with National Farmers Union? If Miss Staples is still here, perhaps worth just checking with her first? Okay, I think mistake was might have left. So we'll put this question as a hearing action. And I believe that concludes the agenda today. I do have a question. And for sake of transparency, we'll put this question in the hearing action as well. You've submitted a deadline for an environmental master plan. Could you tell us why you submitted the environmental master plan? What what the changes are from the application document?

49:05

Apologies Lorrae Hendry for for the applicant? I don't have that information to hand. So apologies. I can't shed any light.

49:16

Yeah, that's fine. Sorry. I, I it's not in the agenda. But we'll we'll probably just have to put that in written questions.

49:26

And if it would assist them, I can try and find out in the lunch break and we can report back during it would be during this the compulsory acquisition hearing, but it's possible we could do that.

49:38

So in during compulsory acquisition Agenda Item three is about the changes to the book of reference, and I think in you know, in, I think we could cover that off in that agenda item if that's okay.

49:51

Okay. I'll certainly seek to do that. And if not, then we can pick it up as an action point. Absolutely. Yes, for

49:56

sure. Okay, thank you. I've just noticed that Miss Louise Staples, me might have joined the meeting. So if we could go to agenda item 10 be mistaken. Are you with us?

50:09

Hello, yes, I've just joined back again.

50:12

Okay. So the question that we had was that in the for agenda item 10 be in light of the proposed change of wordings, in light of the change of wording proposed by the applicant. For the agricultural liaison officer. Is this now agreed with National Farmers Union, or did you have further comments?

50:32

Am I've agreed? Yes, sir. Roles. Sorry, I didn't think you were going to get to this item quite as quick as this. So I haven't actually checked again, the final but the wording that I went through on the 24th of November, yeah, has been agreed with national highways.

50:51

Okay, if you have any further comments, obviously, you have the opportunity to do that at the next slide deadline.

50:57

Very much. Okay. Great. So

51:02

if we could just take a brief adjournment it is now 1216. I don't think we will need more than five minutes. So we'll be back at about 1225. And we will summarise the action points that are emerging. Mr. Tyrrell

51:19

like us on our behalf kintra. Authorities apologies to interrupt just it will be emotion to what you're referring to in the environment master plan just a moment ago. For those that may not get the compulsory acquisition hearing shortly, it might be useful if there was just a brief commentary submitted by the applicant as to what the changes are perhaps the next deadline just to to explain in the same way as you do sort of an explanatory document for other things. Okay,

51:46

I know we'll cover that too. They can pass your acquisition but yeah, that's awful. Okay, so let's, let's still stick to 1212 20 or just after the exam, the authority will return. Thank you very much. Thanks.