Riverside Energy Park

Oral Summaries for Compulsory Acquisition Hearing

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CORY
RIVERSIDE ENERGY

RIVERSIDE ENERGY PARK ("REP")

WRITTEN SUMMARY OF THE APPLICANT'S ORAL CASE PUT AT THE COMPULSORY ACQUISITION HEARING

THURSDAY 6 JUNE 2019 AT 2PM AND CONTINUED FRIDAY 7 JUNE 2019 at 10:00am

1. BACKGROUND

1.1 The Compulsory Acquisition Hearing ("**CAH**") was held on the afternoon of Thursday 6 June 2019 at 2pm and the morning of Friday 7 June 2019 at 10:00am, both held at Slade Green Community Centre, Chrome Road, Erith, DA8 2EL.

1.2 The CAH followed the agenda published by the Examining Authority ("**ExA**") on 28 May 2019 ("**the Agenda**").

1.3 The Applicant's case was provided at the CAH held on Friday 7 June 2019 (except for a short update on land negotiations on Thursday 6 June 2019) and therefore this document focuses on the Applicant's oral evidence presented on Friday 7 June 2019.

1.4 The draft Development Consent Order ("**dDCO**") referred to in the CAH was the **dDCO** submitted at Deadline 2 (**3.1, REP2-006**).

2. AGENDA ITEM 1 – INTRODUCTION

2.1 The ExA: Mr Jonathan Green

2.2 The applicant is Cory Environmental Holdings Limited (the "**Applicant**"):

2.2.1 Speaking on behalf of the Applicant: - Alex Booth QC (Counsel; Francis Taylor Buildings) and Richard Griffiths (Partner, Pinsent Masons LLP); and

2.2.2 Present from the Applicant:-

(a) Tess Bridgman (General Counsel and Company Secretary); and

(b) Andy Pike (Director).

2.2.3 The Applicant's consultants as set out below.

(a) Richard Caten (Ardent, Thursday 6 June 2019 only);

(b) Stuart Cooper (Ardent); and

(c) Ryan Barker (Fichtner, Consulting Engineers Limited).

2.3 The following parties participated in the ISH:

2.3.1 Western Riverside Waste Authority (the "**Authority**"):

(a) Melissa Murphy (Counsel; Francis Taylor Buildings);

(b) Mr Mark Broxup (General Manager);

(c) John Chandler (Consultant; Shakespeare Martineau);

(d) Ian Graves (Legal Director; Shakespeare Martineau); and

(e) Steve Blackburn (Associate Director at Wood).

2.3.2 London Borough of Bexley (**"LBB"**)

(a) Mike Kiely (Director of Mike Kiely planning and regeneration representing LBB)

3. AGENDA ITEM 2 – SUMMARY OF OUTSTANDING OBJECTIONS AND PROGRESS WITH NEGOTIATIONS ON ALTERNATIVES TO CA

Compulsory Acquisition Hearing –6 June 2019

Ref	Issue raised by the ExA	Applicant's Response
1	Introduction	1.1 Ms Murphy, on behalf of the Authority, submitted new documents into the examination. They were as follows: • Letter from the Authority to the Applicant dated 4th June 2019; • Comments on the Protective Provisions included in Part 1 of Schedule 10 to the dDCO for the benefit of Riverside Resource Recovery Limited ("**RRRL**"), which were originally provided to the Authority in February 2019; • A supplementary report to Annex 8 of the Authority's Written Representation (**REP2-102**) prepared by Wood; and • Legal submissions prepared by Ms Murphy and dated 5th June 2019.
2	Update on negotiations	2.1 Mr Booth, on behalf of the Applicant, explained that the Applicant would be submitting a tabulated update in respect of land negotiations at Deadline 3. Mr Booth offered to provide a summary of the current position that had been reached with persons referred to in the Book of Reference, but the ExA indicated that he was happy to wait until Deadline 3 and receive the written update at that stage. 2.2 Mr Booth provided an update in respect of the following two parties who have interests in land:

Ref	Issue raised by the ExA	Applicant's Response
		• S Wernick and Son (Holdings) Ltd and Wernick Event Hire Ltd (together **"Wernick"**). The Applicant has agreed commercial terms with Wernick, with the terms currently being documented in legal contracts. The Parties are now considering finer drafting points, with a view to completion shortly. • SAS Depot Limited (**"SAS"**). The Applicant remains in discussions with SAS. Several commercial offers have been made by the Applicant to SAS and negotiations continue. It should be noted that the property is held by SAS for investment purposes and that the Applicant is the leaseholder.
3	The Authority	3.1 The Authority provided a presentation to the examination, which lasted close to three hours. The Applicant does not provide a detailed summary of the submissions made by the Authority here as that is for the Authority to provide in its summary at Deadline 3, but the Applicant does provide headline summary points to provide context for the summary of its response that was provided on Friday 7 June 2019. • The Authority claimed status as a statutory undertaker as defined under section 127 of the PA 2008. The Secretary of State cannot be satisfied that REP will not cause a serious detriment to the Authority's undertaking as the Applicant has failed to demonstrate that no such serious detriment will occur; • Treatment of the Authority as a member of the public/business whilst East London Waste Authority is stated as a statutory authority; • The Applicant has failed to carry out meaningful negotiations with the Authority to acquire its land interests; • There would be an increased risk of a 'termination scenario' in respect of the

Ref	Issue raised by the ExA	Applicant's Response
		existing Riverside Resource Recovery Facility ("**RRRF**") which would change the risk profile for the Authority; • The compulsory acquisition of the Authority's land interests would remove its ability to respond to a 'change in law'/*force majeure* scenario. Further it would prejudice its residual rights over RRRF that last to 2046; • There is no public interest in granting rights of compulsory acquisition to the Applicant in respect of the land interests of the Authority. 3.2 The CAH was adjourned at 16:45 on 6 June 2019.

Compulsory Acquisition Hearing 7 June 2019

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4	The ExA asked the Applicant to respond to the Authority's presentation from the previous day's hearing.	4.1 Mr Booth, on behalf of the Applicant, made submissions that much of the narrative that was heard the previous day was new and had not been heard before. There had been new evidence submitted by Mr Broxup, Mr Chandler and Mr Blackburn. The Applicant therefore intended to wait for the Authority's written summary of its oral representations made at the CAH that should be submitted at Deadline 3 and would respond itself to that summary at Deadline 4. On that basis the Applicant would be making only a brief response at the CAH itself. 4.2 As an over arching point, Mr Booth stated, on behalf of the Applicant, that in light of the identified urgent need for the Proposed Development as set out in the

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		National Policy Statements EN-1 and EN-3, there is manifestly a compelling case in the public interest which justifies the authorisation of compulsory purchase powers. The Secretary of State can be satisfied that the tests set down in section 122 of the Planning Act 2008 (**"PA 2008"**) have been met. <u>Statutory Undertaker</u> 4.3 The Authority has asserted that it is a statutory undertaker. This assertion was first made in the Written Representation (**REP-093** to **REP2-103**) submitted for Deadline 2. The Written Representation was subsequently augmented by the legal submissions submitted by hand to the examination on 6 June 2019. The Applicant, having considered the evidence, such as it is, in the Authority's Written Representation and the subsequent legal submissions, does not accept that the Authority is a statutory undertaker for the purposes of section 127 of the PA 2008. As the claim has been made by the Authority that it is a statutory undertaker, it is for the Authority to discharge the burden in relation to this issue. 4.4 Statutory undertakers are defined for the purposes of the PA 2008 by section 127. Section 127 itself defines statutory undertakers by reference to section 8 of the Acquisition of Land Act 1981 ("**ALA 1981**"). Section 8 of the ALA defines statutory undertakers as parties authorised by any enactment to construct, work or carry on specified undertakings. The Authority states that its undertaking is a water transport and dock undertaking. 4.5 The Applicant rejects this interpretation of section 8 of the ALA 1981 and does not accept the Authority is a statutory undertaker as alleged for the following reasons: 4.6 The Authority does not work any docks. The Authority refers to Cringle Dock and

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		Smuggler's Way Waste Transfer Stations ("**WTS**") as being its docks, but Cory (CEL) works these WTS and docks. The Authority claims that the Applicant uses the Authority's barges. However, in fact the Authority does not own any of the tugs and/or barges that are used by Cory (RTL) to transfer waste from the WTS to the existing facility known as Riverside Resource Recovery Facility ("**RRRF**"). The tugs and barges are owned by Cory (RRRL). 4.7 The Authority's statutory role is to dispose of waste - therefore its purpose is to dispose of waste; it is not a water transport or dock undertaking. 4.8 The Authority has failed to identify an enactment which gives it statutory undertaker status under the terms of section 8 of the ALA 1981. It appears that the Authority relies upon section.51 of the Environmental Protection Act 1990. However, section.51 of the Environmental Protection Act 1990 does not "enact" the Authority to work docks or use water transport. The Applicant does not dispute that the Authority was created by statute and is therefore a "statutory body", but that is different to a "statutory undertaker." The Authority was created to dispose of waste, and "waste" is not an undertaking identified by section 8 of the ALA 1981. Accordingly, the Authority does not satisfy the tests of being a "statutory undertaker" and therefore cannot take the benefit of the section 127 of the PA 2008. 4.9 Mr Booth also responded to the submissions that Ms Murphy made on behalf of the Authority that the Applicant had incorrectly treated it as a member of the public/business, whilst it had categorised East London Waste Authority as a statutory body. 4.10 Mr Booth made it clear that the categorisations of the persons in the contents page

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		to the Applicant's response to relevant representations was purely administrative. The contents page of that document groups objectors into different categories and the Authority had been placed into the "members of public/business category". That was an oversight and one made at a time when the Applicant was producing an enormous amount of documentation for the examination. It is accepted that the Authority should have been included within the section dealing with statutory organisations. It was not an intentional oversight and indeed other persons were also erroneously categorised. By way of example it was noted that Wernick had been categorised as a statutory organisation where clearly it should not have been. 4.11 Mr Booth identified the very significant difference between classification as a statutory organisation, where an organisation/body is created by statute, and classification of an organisation/body as a statutory undertaker. It is recognised that the Authority was created by statute, the Waste Regulation and Disposal (Authorities) Order 1985 (SI 1985/1884), but that does not have the effect of rendering it a statutory undertaker under section 127 of the PA 2008 or section 8 of the ALA 1981. The East London Waste Authority has not made a claim it is a statutory undertaker. That is because it is not one and similarly the Authority is not one. <u>Scope of objection</u> 4.12 Mr Booth, on behalf of the Applicant, made the point that this hearing was a compulsory acquisition hearing. The *'Guidance for the examination of applications for development consent'* (March 2015), provides that such hearings are to be held specifically to consider the issues arising in connection with the authorisation of the compulsory acquisition of the land (for example, whether

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		there is a compelling case for it) and to make oral representations at that hearing. 4.13 The Applicant is confused by the Authority's position at the CAH. The Applicant considers that the majority of the Authority's submissions made on 6 June 2019 are not issues arising in connection with the authorisation of compulsory acquisition powers over the Authority's leasehold land, rather the submissions were predominantly concerned with commercial points and practical co-existence points between RRRF and the Proposed Development. Commercial points and practical co-existence points are not a matter for the CAH. 4.14 In addition, the Applicant is confused regarding the Authority's position in respect of the principle of the Proposed Development. In its response at the section 42 stage (12 June 2018), the Authority expressly stated that it was not objecting to the concept of the Proposed Development. The Authority confirmed that what it objected to was the compulsory acquisition of its interests. However, the position pursued by the Authority and its advisors at the CAH on 6 June 2019 appeared to contradict its section 42 position, in that grounds of objection were going to the 'principle' and 'concept' of the scheme. <u>Negotiations</u> 4.15 It was said by the Authority, both in its Written Representation[1] and orally in the CAH, that the Applicant had failed to negotiate with it. It was submitted by the Applicant that that was wholly unfair and a gross oversimplification. 4.16 Mr Booth referred to paragraph 25 of the "*Guidance related to procedures for the*

[1] See paragraph 30

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		compulsory acquisition of land" (September 2013), pointing out that Ms Murphy (when quoting from that guidance) had failed to acknowledge that the direction that parties should seek to acquire land by agreement was a "general rule" only. 4.17 The Applicant consulted and held discussions with the Authority. These consultations and discussions began in November 2017 and there was clearly meaningful consultation and discussion well before the application for the development consent was made in November 2018. 4.18 What must be remembered in the context of the consultation and discussions with the Authority is that the negotiations were not centred on solely the acquisition of a land interest. There are other matters that are relevant, for example the interface between RRRF and the Proposed Development which the Applicant has recognised from the very beginning. What the Applicant has focused on is seeking a holistic agreement, which is appropriate in the circumstances. As such, the fact that a 'financial offer' was not made until more recently in no way means that the Applicant has been at fault. 4.19 The Applicant submitted an updated consultation log in the **Statement of Reasons** at Deadline 2 (**4.1, REP2-008**), which shows that the Applicant has been in active consultations and discussions with the Authority since November 2017. Indeed, the Applicant has found that engagement from the Authority has been difficult to obtain. By way of example, Mr Booth referred to the fact that the Applicant had provided draft protective provisions for the RRRF to the Authority in February 2019, but a response to these had only been received on 6th June 2019 in hand and orally at the CAH. Similarly the Applicant provided a draft Master Interface Agreement to the Authority over a month ago and a response was also only received on 6 June 2019. The responses to both documents have not been

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		subject to further negotiations, but rather the Authority has simply rejected the position of the Applicant. The Applicant is keen to take forward constructive discussions in relation to these matters. 4.20 It is not accepted that the Applicant has failed to adequately negotiate. <u>Consequences of failure to negotiate</u> 4.21 Ms Murphy, on behalf of the Authority, made submissions at the CAH on 6 June 2019 that where an acquiring body fails to seek to acquire land interests by negotiation then its application to acquire rights to compulsorily acquire land may fail. The Applicant agrees that that, as a principle, is correct. 4.22 However, in support of her position, Ms Murphy relied upon the Aylesbury estate CPO. Mr Booth explained why that matter was not a helpful precedent relevant to the current DCO application. In particular, he noted the fact that: (i) The general guidance ('General Guidance') for compulsory purchase (relevant to CPOs) is worded differently to the guidance relevant to compulsory acquisition under the PA 2008[2]. The previous wording of the General Guidance ('the Former Guidance'), which the General Guidance replaced in 2015, was all but identical to the guidance relevant to compulsory acquisition under the PA 2008. (ii) The General Guidance and the Former Guidance are sufficiently distinct that when the Secretary of State erroneously applied the General Guidance instead of the Former Guidance when refusing to confirm the Aylesbury Estate

[2] Guidance related to procedures for the compulsory acquisition of land" (September 2013)

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		CPO, the promoting authority (London Borough of Southwark) brought a legal challenge on this ground. (iii) Thus the General Guidance is not the same as the guidance relevant to compulsory acquisition under the PA 2008, so that it is not appropriate for the Authority to draw direct parallels between them. <u>Lender approval</u> 4.23 The Applicant understands the Authority's position is that there is no purpose in it negotiating with the Applicant since any deal is contingent on lender approval. The Applicant would like to explain that the Authority's understanding is wrong and a fundamental misconception. 4.24 Mr Booth made it very clear, on behalf of the Applicant, that a deal with the Authority is not contingent on lender approval. It is the project which is contingent on lender approval. The Applicant will only be able to finance REP if lenders approve of its proposals, which include any deal with the Authority, but that is the same as any other project – the project will have to go through a "final investment decision", following which the funds are released. 4.25 The Applicant is prepared to enter into a deal with the Authority that is legally binding on all parties and is not contingent on lender approval. The deal itself will only become effective on successful funding. The deal that is reached between the Applicant and the Authority will be part of the package to lenders and will include a commitment that the Applicant will not compulsory acquire interests in land if lenders do not consent to the deal agreed with the Authority. There is one caveat, which remains a risk to the Applicant and not the Authority. If the lenders ask for

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		amendments to the deal between the Applicant and the Authority then the Applicant would want to be able to go back and seek to amend the terms agreed with the Authority. It is asked that in such circumstances, the Authority negotiates with the Applicant in good faith. If no agreement can be reached then that would be the Applicant's problem. It would either have to persuade the funders to change their position (or find alternative funders), or the Proposed Development would not go ahead. This position is one that the Applicant feels it has put to the Authority previously, but has been misunderstood. To be unequivocal, the Applicant is prepared to enter into a legally binding deal now with the Authority which is not contingent on lenders' consent. <u>Conflict between REP and RRRL</u> 4.26 It was alleged by the Authority that the directors of RRRL are breaching their fiduciary duty by not objecting to the Proposed Development. That contention is rebutted in the strongest possible terms. The Applicant is not compulsory acquiring the freehold of RRRL, rather a voluntary agreement is being progressed, and to ensure RRRF and the Proposed Development can co-exist and operate properly, Protective Provisions have been included in the dDCO since submission of the Application and an interface agreement is being developed. 4.27 The Applicant has commissioned a report on the operation of the jetty by both the Proposed Development and RRRL and concluded that the two facilities can co-exist without adverse impact on the other's business. That report has previously been provided to the Authority and will be submitted to the examination at Deadline 3. In addition, the Applicant has prepared draft Protective Provisions and a Master Interface Agreement to ensure the two facilities can co-exist. Some limited comments have now been received in respect of both of these documents

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		and the Applicant will seek to further negotiations with the Authority. 4.28 Mr Blackburn, on behalf of the Authority, has produced a report that alleges various reasons why the Proposed Development and RRRL may not be able to co-exist. That report is not accepted. The Applicant will comment on that report at Deadline 4, given Mr Blackburn submitted an additional report on 6 June 2019 by hand into the examination. 4.29 In a question from the ExA, the Applicant confirmed that the Proposed Development and RRRL will be operated at arms' length to one another. <u>Need</u> 4.30 Need was considered at length at the Issue Specific Hearing into Environmental matters held on 5 June 2019 and the Applicant's case was not restated in the CAH. However, Mr Booth, on behalf of the Applicant, sought to clarify the Authority's position. One could have been forgiven for thinking, on the basis of submissions made by Mr Blackburn at the CAH, that the Authority did not consider there is a need for the ERF within the Proposed Development, or put another way, that the Authority was taking the same position as the GLA. 4.31 The Authority has provided no evidence to that effect and in contrast the ExA has been provided with substantial evidence from the Applicant showing why there was a clear and urgent need for the ERF. 4.32 Further the Authority has confirmed expressly that it does *not* hold the same position as the GLA. In the CAH on 6 June 2019, Mr Broxup said that the Authority was not saying that that the GLA is correct (in its need case). Further, the

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		Authority has previously gone on record, in its response to the GLA's environmental committee in respect of its report "Waste: Energy from Waste" to say: *"For sound environmental reasons landfill capacity is disappearing. It is clear from your report that if London fails to meet the Mayor's 65% recycling target, which recent research suggests is unlikely to be met, or if Brexit prevents export to Europe of residual waste, London will probably experience a significant shortfall in treatment capacity.* *I hope your Committee will take on board amend highlight the points made in this letter, and I return to my first sentence – it is of strategic significance of EfW which is so important to London. We absolutely need not to run out of residual waste treatment capacity*" 4.33 The Applicant submitted that the Authority's real objection to the ERF element of the Proposed Development is that it could lead to loss of royalty payments. It was submitted that the ExA should not accept the Authority's position. These commercial interests are not a basis upon which compulsory acquisition powers should be withheld. 4.34 The Authority has argued – for example see paragraph 30 of its Written Representation – that there is a clear public interest in ensuring that the Authority's contractual position is not undermined in the manner inevitable if the DCO is approved with the compulsory acquisition powers presently sought. 4.35 The Applicant does not accept that the Authority's position will be undermined. The Authority will retain its lease of RRRF. What the Authority is seeking to do is

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		elide other commercial concerns with the compulsory acquisition of its lease, which approach is wholly inappropriate. 4.36 It was submitted by the Authority that it was concerned about the force majeure point. It was suggested that the Authority needs land in case the force majeure point becomes reality. The Applicant says that the Authority's posited scenarios are not realistic and that there is a limit to how much weight the Secretary of State should put on these scenarios when there is an urgent need for the Proposed Development, which not only generates electricity, but also moves waste up the waste hierarchy and will deliver carbon saving benefits. <u>Change in law</u> 4.37 The Authority has said that REP would increase the risk that the Authority would not be able to respond to a change in law scenario and as such this means that compulsory acquisition powers should not be granted. 4.38 The Applicant does not accept this and considers the ExA should not accept the position put forward by the Authority. A qualifying change in law scenario is narrowly defined and only arises where the Change in Law: (1) results in need for additional infrastructure (2) there is a business case to address it (3) planning can be achieved and (4) funding can be achieved. The only such change in law which is reasonably foreseen is that the compulsory separation of food waste treatment will occur. The Proposed Development will provide for this scenario through the provision of the Anaerobic Digester. Mr Broxup for the Authority said he was concerned that there may not be capacity for the Authority's food waste, but the Anaerobic Digester has specifically been designed to accommodate both LBB's

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		and the Authority's waste. 4.39 To conclude Mr Booth indicated that a more full response will be made to the Authority's written submissions made at Deadline 4 once the Applicant had seen the Authority's oral summary.
The ExA asked various points of clarification in respect of the Authority's case.		
The Authority responded to the Applicant's submissions.		
5	Mr Booth, on behalf of the Applicant, responded to the Authority's submissions on the Applicant's submissions.	5.1 Mr Booth submitted that the ExA had been right to try to identify which parts of the Authority's case were commercial points and which were compulsory acquisition points. In the Applicant's opinion, much of the Authority's case is commercial in nature. <u>Statutory Undertaker</u> 5.2 Mr Booth said that the Authority's approach regarding statutory undertaker status was incorrect. It is being suggested to the ExA that one must take a broad interpretation of section 8 of the ALA 1981. However, the breadth of approach that is being suggested would undermine the purpose of that statute. 5.3 To illustrate the point further, it is the Authority's contention that it is a statutory undertaker on the basis of a dock and water transport undertaking. The East London Waste Authority, which was created under the same statute as the Authority, has no dock interests and does not transport waste by river. No one suggests that it is a statutory undertaker. Therefore, if the Authority's interpretation was correct, there would be two organisations/bodies created by the same statute,

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		with the same statutory purpose, one of which is a statutory undertaker and one of which is not. 5.4 Further, if either the Authority or the East London Waste Authority were a statutory undertaker, not because of its waste undertaking, but because of its activities in the operation of a dock or transport by water, then it would be possible for its statutory undertaker status to change periodically. If the Authority were to stop using docks/water transport for a period, then it would lose its status as statutory undertaker during that period. Such situation is manifestly not what Parliament intended. It cannot be correct that a party "flip in and out" of statutory undertaker status. 5.5 It is clear that the Authority is responsible for the disposal of waste and section 8 of the ALA 1981 does not refer to waste. The Authority is therefore not a statutory undertaker. 5.6 Without prejudice to the Applicant's strong position that the Authority is not a statutory undertaker, even if it were accepted that the Authority was a statutory undertaker for its suggested undertaking of docks and water transport, then the compulsory acquisition of its lease would have no impact whatsoever on its undertaking. The docks on which the Authority relies in this regard are several miles distant from the REP. There would be no serious detriment. <u>Negotiation.</u> 5.7 Ms Murphy for the Authority suggests that the Applicant has conceded that it has not carried out adequate negotiations with the Authority by referring to the "general rule" the paragraph 25 of the "*Guidance related to procedures for the compulsory*

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		acquisition of land" (September 2013). The Applicant makes no such concession. 5.8 The Authority suggested monetary compensation could not adequately compensate it. The Applicant's position is that monetary compensation would be sufficient, when taken together with the Protective Provisions and Master Interface Agreement relating to the RRRF. 5.9 It appears that the Applicant's previous offer regarding entering a 'binding deal' had been misunderstood. The position has now been confirmed in an open hearing. <u>Need</u> 5.10 Ms Murphy suggested that the Applicant, in its response, had avoided proving any assurance in terms of security of disposal between 2032 – 2046. There was no avoidance, rather a misunderstanding of the Authority's position. There is no question that the Authority will have access to disposal at RRRF between 2032 – 2046 should it be desirous to it. <u>Conflict.</u> 5.11 The position in the Wood submissions is rejected regarding a conflict on the co-existence of RRRF and the Proposed Development. There would be no conflict in the use of shared infrastructure should the Proposed Development come forward. Such generalised assertions by the Authority and it advisors (and it is noted that Annex 8 of the Authority's Written Representation (REP2-102) is a desk based study with no on-site knowledge) cannot have any place in the ExA's deliberations. The Authority must make specific comments on where conflicts may exist and then

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		the Applicant can consider fully. 5.12 It was submitted by Ms Murphy that the Applicant accept that the contents of Annex 2 and Annex 3 of its Written Representation (REP2-096 and REP2-097) were accurate. It was made clear that the contents of Annex 2 and Annex 3 were not accepted and the Applicant will be making submissions on them at Deadline 4, following receipt of the Authority's written summary at Deadline 3.

4. AGENDA ITEM 3 – UPDATES ON SCHEDULES 3-7 OF THE DRAFT DCO

Ref	Issue raised by the ExA	Applicant's Response
Agenda Item 3 was not discussed at the hearing and no submissions were made by the Applicant. It is noted that Schedules 3 to 7 of the dDCO were discussed at the Issue Specific Hearing into the dDCO held on 6 June 2019.		