



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	EN010128 – Cory Decarbonisation
Hearing:	Compulsory Acquisition Hearing 2 (CAH2) – Part 2
Date:	11 February 2025

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00:00:08:10 - 00:00:26:29

Okay. It's, uh, 1146 and, uh, the, uh, the hearings, uh, resumed, uh, just before we adjourned. Uh, the, uh, there was some discussion about, uh, Thames Waters, uh, representation. And I said I'd let the applicant respond to the other two points that Thames Water had, uh, had raised.

00:00:29:11 - 00:01:05:22

Thank you, sir. Andrew Tate, for the applicant dealing with those two in turn. First of all, four, three, two relating to the acquisition of parts of Local Nature Reserve for biodiversity and whether that compelling case has been made out. Um, you, um, seeing the, um, uh, material submitted in relation to the underlying requirement for that land to be secured for the scheme and plainly, as was indicated, the applicant is seeking a negotiated.

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Position for the acquisition of what I call the NEA, the Mitigation and Enhancement Area area. But although good progress has been made with a number of drafts passing between the parties in relation to the acquisition,

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the applicant can't rely on that being in place and therefore compulsory acquisition is required.

00:01:31:09 - 00:01:40:00

Plainly, the MBA proposals involve active works and management, and so mere restriction would be insufficient,

00:01:41:16 - 00:01:45:09

and I don't think it could be disputed by any party that.

00:01:47:15 - 00:02:30:07

There's an inability, under the Planning Act regime to impose positive covenants by compulsory acquisition. So um, there are then two, um, things to consider. First of all is whether, um, these active works and management, um, can be secured without any acquisition at all. Of what? Any nature. Um, and that arose, I think, um, at CAA one when it was suggested that one thought might be use of a section 106, um, or rather variation of section 106 under the powers of the Planning Act 2008.

00:02:31:12 - 00:03:06:10

Um, dealing with that point, although I don't think that's a point that, um, um, Mr. Jones is, um, is making. But just for the record, dealing with that point, um, the starting point is it's critical that the NEA is, um, properly implemented and managed pursuant to the liberties with the specific requirement 12, and the applicant can't be in a position where it could be enforced against a breach of the condition requirement 12, but yet not in control of the land.

00:03:06:27 - 00:03:42:28

And so the idea of a variation of of the 106, the existing 106, um, uh, doesn't, um, pass muster in that respect. But in any event, there isn't scope to impose, um, new requirements, as you've seen from Brett. 329 um, by varying an existing section 106 agreement, that would be a novel use of that power, um, by imposing entirely unrelated new obligations into an existing obligation.

00:03:43:10 - 00:04:18:16

And if one can't impose positive covenants by, um, compulsory acquisition, um, it would be improper to seek to circumvent that by use of this device. So I mentioned that it's not actually argued by Thames Water, but in any event, it doesn't give us the requisite control. So the first point addresses that that I mentioned. The second matter, which is raised by Thames Water, is whether there is scope to acquire a lesser interest, a right to carry out the works and continue maintenance.

00:04:19:09 - 00:04:53:12

Um, that, as you will have seen from our response, would need to be accompanied by a restrictive covenant, um, to prevent interference or doing anything inconsistent with that, and also sort of anti disposal, um, uh, mechanisms. Um, and um, that would not give the requisite certainty that compulsory acquisition does. It leaves um, the risk of uncertainty, but also related to that point.

00:04:54:02 - 00:05:26:02

Um, if it is a right together with restrictive covenant um, and anti disposal mechanisms essentially that is akin to a compulsory acquisition, which is the argument that was explained at CAA one. And it is it would be a compulsory acquisition of land by the back door and effect, um, deprivation masquerading as something else. And we refer to circular two of 97, which is in a different context, highways context.

00:05:26:04 - 00:05:39:00

But when it's not appropriate to use rights as opposed to compulsory acquisition, and that is when it results in effective deprivation. Uh, and, um, that that is so interesting.

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You gave a reference, said it was a.

00:05:41:27 - 00:05:45:11

Circular two of 97 which is a highway circular.

00:05:46:13 - 00:05:46:28

Thank you.

00:05:47:17 - 00:06:19:18

Um, um, And so that indicates that one shouldn't use, um, rights, uh, where essentially it is resulting in effect, effective deprivation. And uh, related to that, um. And underlying this point is that the MTA needs the, um, integration within its parts and the certainty of control and delivery, and that it's that that justifies compulsory acquisition. There was a separate point made by Mr.

00:06:19:20 - 00:07:00:14

Jones about the, uh, land to the west, which is within the fence line, um, of, uh, Thames Waters land, which is not part of the MTA, but which is um, uh, the order seeks to make provision for incorporation of that as a matter that's desirable. But if that's not agreed, as it's not agreed with Thames Water, then that would be amended and taken out. So it's, uh, that is um, uh, not, um, uh, part of what is required for the overall, uh, MBA and integration, but it would be beneficial if that was included.

00:07:00:24 - 00:07:22:25

So, um, that's the reason why compulsory acquisition is being sought, but, um, uh, the discussions between the parties, um, and transfer, uh, exchange of heads of terms is, uh, will continue. So that's all I want you to say on four, three, two. Unless you had questions.

00:07:22:27 - 00:07:53:25

Now just just on that. And I think, I think Mr. Jones made the point that if, um, at the moment we'll get into the detail of the, uh, the deed of obligations, um, uh, under under a different meeting tomorrow. But, um, if the deed of obligation would achieve the aim of ensuring that the management of the fragmented, uh, I use the term fragmented because that's, I think that, um, Mr. Jones's, uh, um, local nature reserve. Um, what? Why couldn't.

00:07:53:27 - 00:08:10:24

Can you expand on why that couldn't work for those areas that, uh, Thames Water owns? Um, where in terms of the actual physical interventions proposed under the lab. Ards are probably less intensive. Um, you know, effectively, uh, the current local nature reserve. Yes.

00:08:10:29 - 00:08:30:21

So adaption isn't envisaged in carrying out works in relation to that part of the land. So that is just bringing it into overall management, which is desirable. Yeah, that's desirable in itself, but it isn't an integral part of the mitigation and compensation enhancement and mitigation works that are necessary in relation to the MBA itself.

00:08:30:23 - 00:09:00:24

But but I think Mr. Jones's point was that actually, um, on the area that's that tends water. And so the proposals aren't for the same intensity of, of works, uh, as a proposed perhaps for the Norman road field, the areas that you're proposing to bring into the local nature reserve. Um, so if I've understood Mr. Jones correctly, he is making that distinction that, um, that that the circumstances are possibly different on different areas of, uh, of land.

00:09:01:04 - 00:09:18:06

Yes. Well, it's acknowledged there are different levels of intensity of management on the land. Um, but certainly some of the Thames Water land that is, um, proposed for um, acquisition. Um, in particular the areas. Um, to the.

00:09:22:23 - 00:09:23:18

Extent the.

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Um, the areas, um, to the west of point one and two. Referring to the figure 15 in the laboratory, which is the figure he referred to. Um, and also um, uh, three, um, and further down. Those are all areas that are, um, have a high degree of change. It's accepted that to the southwest that may be a lesser degree of change, but nonetheless it is proposed to, um, have positive interventions there.

00:10:01:21 - 00:10:03:09

In contrast to the West.

00:10:05:02 - 00:10:06:20

I'm sorry, I didn't actually have.

00:10:06:22 - 00:10:23:13

Probably not the best plan. Actually, I prefer to. It was figure 15 in the outline, which is, um, so in the West paddock and uh, lagoon field, as well as if one looks at figure seven, I think we've got the numbers names.

00:10:23:24 - 00:10:27:08

So just bear with me. I'm just trying to get that document us open.

00:10:34:28 - 00:10:36:13

I'm just.

00:10:37:22 - 00:10:41:19

So sorry. Would you mind repeating the, uh.

00:10:41:21 - 00:10:47:27

Oh, yeah. So figure. So figure seven, for example, in the outline of the birds. Yeah. Which.

00:10:49:00 - 00:10:50:24

Uh.

00:10:51:13 - 00:10:52:18

Came in at rep three.

00:10:52:25 - 00:10:53:10

Yes.

00:10:57:06 - 00:10:59:11

I think so, round three.

00:11:05:13 - 00:11:05:28

Right.

00:11:07:20 - 00:11:09:21

So which page is figure seven on?

00:11:14:02 - 00:11:15:14

Page 16 I think so.

00:11:15:29 - 00:11:18:02

Yes. 516. Uh oh.

00:11:18:19 - 00:11:19:04

Yeah.

00:11:19:24 - 00:11:20:21

313. Sorry.

00:11:22:24 - 00:11:26:00

So, sorry. Can you just can you just sort of.

00:11:26:07 - 00:11:26:22

So I.

00:11:26:24 - 00:11:27:15

Was again.

00:11:27:17 - 00:11:58:06

I'm so sorry. So I was indicating that, um, so I can see it's six, two, three. I think it is, um, that, uh, there are works, um, the works that are identified in the proposal that are identified in very general terms. Um, so Ireland field has habitat uh enhancement, um uh west paddock habitat enhancement, lagoon field habitat enhancement. So um, and obviously Norman Road field.

00:11:58:29 - 00:12:26:24

Um, and so um, the only point I was making was that there may be different degrees of intensity of management and, uh, physical change that's proposed there, but nonetheless, um, and, but there are physical changes proposed. And that is in distinction to the what's called the fragmented areas, which

is to the west outside the red line boundary, which is, I think, the point Mr. Jones was making. Uh, well, there's a degree of fragmentation anyway.

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But.

00:12:27:27 - 00:12:33:28

That's, that's a nice to have. And we would like to include it in management, but it's not part of the core proposals.

00:12:34:24 - 00:12:43:17

Okay. Thank you. Mr.. I think we've heard what we have to say on, uh, on that. Uh, Mr. Jones, is there anything you want to to come back on on that particular point?

00:12:46:23 - 00:12:55:29

Um, so if you look at figure 15, I accept that. Um, two and three. Um, so this is page 40 of the LaBarge.

00:13:01:22 - 00:13:02:07

Yep.

00:13:02:29 - 00:13:33:20

Um, so two is an attenuation basin. Three is a potential relocation of the stable block. We made representations about the stable block as to whether it needs to be moved, but, um, they're very much at the at the edge of the facility itself. Um, and if there is a need for, for those two, then they only relate to the plots where they're located.

00:13:34:02 - 00:14:18:03

Uh, I accept what Mr. Tate says about if you look at figure seven, um, then all of our land is identified as, you know, mitigation or enhancement grassland. But in terms of where is the enhancement to take place? It is on the Norman Road field and that is shown on um on figure 15. Number five, enhanced grazing marsh. There's no need to enhance the land which is already managed by us, in that it is in, um, condition, which that doesn't need to be to be improved.

00:14:21:18 - 00:14:24:17

Mr. Tate, is there anything you'd like to respond to that with.

00:14:26:14 - 00:14:32:07

When it says enhancement, that is part of the compensation package, which is the necessary compensation package. It's not.

00:14:32:09 - 00:14:32:24

Just.

00:14:33:05 - 00:14:37:25

Enhancement, because that's, uh, seems an agreeable.

00:14:38:00 - 00:14:38:19

Uh, well.

00:14:38:28 - 00:14:47:17

I think it's actually part of the part of the core package that is necessary for the, uh, proposals.

00:14:49:10 - 00:15:17:04

Well, I think Mr. Jones was pointing to the the the the location of the environmental proposals do all seem to be, uh, certainly as indicated on, uh, on figure 15 seem to be either on the Norman Road field or to the, uh, to to the east of the, uh, the larger part of Thames Waters land. So I think the point is. So what? What else are you doing? Uh, elsewhere that actually necessitates that position?

00:15:17:06 - 00:15:31:18

That's that's what, um, um, figure seven and the accompanying six, two, three, in summary form under the heading Environmental Proposals is explaining that there is mitigation and An enhancement that would be.

00:15:33:23 - 00:15:47:03

Uh, proposed in each of those fields and paddocks. And there is further information in relation to that. So 6.2.3. 6.2.3.

00:15:47:09 - 00:15:47:24

Yes.

00:15:48:06 - 00:15:48:21

But

00:15:50:05 - 00:16:10:08

just just to pursue that further. But if the, the actual level of the interventions proposed on that sort of if we call it the sort of the the western part of the Thames Water land is of a is of a different nature. Does that actually necessitate the the acquisition or is that not something that could be secured in an alternative mechanism?

00:16:10:10 - 00:16:31:24

I think that goes to the point is, if one seeks to start to disaggregate parts, it goes to the point about having the requisite control over the whole and that undermining the the management vision. So I did indicate that there are areas where the intensity of improvement is probably may well be less than in other areas, but that

00:16:33:23 - 00:16:38:13

that doesn't mean that one should break it up in that way. In land interest terms, it

00:16:40:05 - 00:16:44:24

is doesn't undermine the important point that an integrated,

00:16:46:12 - 00:16:54:13

consolidated approach is required in relation to the management of the totality, rather than breaking it up into parts.

00:16:55:05 - 00:16:59:20

Okay, I understand your point is, is there anything that you want to add to that, Mr. Jones?

00:17:00:02 - 00:17:00:26

No, thank you sir.

00:17:02:01 - 00:17:05:24

So, so and then there was the, the the third, third point.

00:17:05:29 - 00:17:48:15

Yes, sir. Thank you. Um, this is what, one, two, the one, two, seven point. Um, there is common ground. First of all, in relation to the access road, um, that that is uh, um, operational land, um, uh, within the meaning of section one, two, seven. That's not the word used. I appreciate um. And um, and secondly, relating to that. Um, and I appreciate you'll come on to the protective provisions tomorrow, but, um, it's difficult to see how there would be serious detriment if paragraph 39 of the protective provisions is effective.

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There's also, in relation to construction, paragraph 210 four of the Outline Code of Construction practice dealing with the construction period.

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Um, so, um, in principle, there is no reason why, if those PES are effective para 39, why there should be any serious detriment arising from that. And, um, I'll come back to that. Um, when discussing those. Um, the second point relates to the rest of the land, um, And whether that might be also regarded as land held or used for the purposes of the undertaking.

00:18:34:14 - 00:18:45:20

Um, we didn't understand terms of water to be contending before that. It was. But I've heard the position that it may be thought to be or it's tenable

00:18:47:14 - 00:19:18:11

today. And I'll just make the following points in relation to that. First, that land is not used or held for the purposes of the undertaking. The purpose of the undertaking is for the supply of water or disposal of wastewater. Um, and um, that is a contrast with land that is held for other purposes more common to, uh, similar to land in general.

00:19:19:12 - 00:19:53:14

Um, and in this case, this is land that's provided for offsite compensation or similar. Um, uh, and is not, um, land held for the purposes of that, um, undertaking. Um, the implications would be far reaching, because it would mean that land provided for being land would be, um, uh, you know, way off site. Um, would then, um, be operational land.

00:19:54:04 - 00:20:26:03

But that can't have been the intention of Parliament giving the special protection to statutory undertakers. Um, and that could also potentially mean that permitted development rights would apply to land that is simply off site, not part of the, um, uh, purposes for supply of water and or disposal of waste water. So, um, that doesn't seem to be a realistic, um, contention.

00:20:26:16 - 00:21:05:28

And the point about the duties under, um, the Water Industry Act to have regard to, um, ecological and environmental matters and, and not, for that matter, a new duty. And, um, those are general duties which apply to functions. They're not the functions. It's the functions which are protected. Those duties can't alter the status of the land as to whether it's operational or not. So I don't know whether the terms of water are going to continue with that, but but um, well, I wait with that, um, suggestion, but wait and see.

00:21:06:00 - 00:21:10:27

But in any event, I don't think it was suggested that there would be.

00:21:13:00 - 00:21:51:11

Serious detriment, even if, looking at the implications, the rest of the land was to be regarded as a protected under section 127. Contrary to my submissions. And that's because article 50, um, means that work number seven. Um, the the carrying out of work. Number seven, which is the relevant works? Uh, it would not be in breach of the section work existing section one six agreement. Um, and then once those works are completed, the 106 um, would fall away and replaced by the, uh.

00:21:52:09 - 00:22:32:24

So in those circumstances, it's difficult to see what detriment there would be to the carrying on of the undertaking, just in the same way as, uh, the land could be sold to another party. Um, uh, that wouldn't result in any serious detriment to the carrying on of the undertaking. Position is protected both by if it was sold in the ordinary way by the section six agreement. So, um. It's difficult to see a that this is, this is can properly be contended to be, uh, for within one, two, seven or be that there would be any serious detriment, even if that was the case.

00:22:33:21 - 00:22:51:14

Yeah. If I just follow that up, then you've explained what the implications are. Uh, sort of generally of, uh, of the classification of the land. But in terms of the, uh, the DCO proposal, are you saying that actually the I mean, is that that does it make a difference?

00:22:51:24 - 00:22:56:06

It doesn't it doesn't make a difference because there will be no serious detriment.

00:22:57:18 - 00:23:02:18

Okay. Thank you. I understand the point. Mr. Jones, is there anything you'd like to add to that?

00:23:03:21 - 00:23:23:12

Uh, so may respond in writing to the point about permitted development rights and whether it comes within section one, two, seven? Um, in terms of whether there's a serious detriment. I accept that there's a distinction to be drawn between the the access road and the rest.

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Okay. Thank you.

00:23:29:01 - 00:23:44:18

And I think so I think that's probably addressed all the things. And uh, under your client's, uh, points. Is there anything you'd like? Anything else you'd like to to add? Again, this is this is your opportunity as an infected person to.

00:23:49:26 - 00:24:12:17

Ask, um, with regard to taking on a nature reserve and the management of it. How can you. You've talked about Corey's track record, but is there a track record with regard to ownership and management of a nature reserve, as opposed to our proven track record? I know that's not a legal question, perhaps, but.

00:24:12:19 - 00:24:25:03

Yeah, it might be helpful if the applicant can both address that and also explain what provisions you've got in the DCO to in or what you're proposing to ensure a continuity of management.

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Um, yeah. It's about some behalf of the applicant. So we've we updated the, um, the bards at nine three, partly in response to some of your questions, sir, which talked about, um, you know, strengthened what we'd already said around, um, management and ongoing, um, monitoring. Um,

we've provided in the deed of obligation that we would, um, want to contribute to the ongoing, um, role the manager, um, continuing.

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Um, I think there's still a couple of points raised on that.

00:25:07:27 - 00:25:12:24

I think there's also the question about the track record that we have for managing nature reserves.

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And the person who best answer that is not in the room. So I think we will come back and come back and writing on that point.

00:25:22:12 - 00:25:35:08

Okay, good. Can you can you make a note because your notes will be more legible than mine to, to come back to that? Yes. At that point, um, in terms of the track record, sorry I interrupted you. You were continuing to answer.

00:25:35:10 - 00:25:42:00

No, no, I think I think that I think that was the point to say with measures in the boards and measures indeed of obligation. And we'll come back to you on the track record point.

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And I mean, I don't want to to sort of sort of make this personal in any way, but my understanding is that the intention is to ensure that the nature reserve management would continue on the extended nature reserve, on your on, on what we intend to acquire. Is that. Yes.

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I mean, I'm conscious. Unconscious is one part of your question that's outstanding there. Is there anything you want to add to that?

00:26:14:11 - 00:26:41:14

Karen? Karen, starting from Thames Water again? Um, I guess it's just again, it's not a legal standpoint, but from the person that manages crossing this nature reserve on the ground, it's very hard for me to see beyond the fact that the east paddock and single paddocks may be a requirement for the actual footprint and potentially the flu, um, that were piping on the West paddock and seawall field.

00:26:43:03 - 00:27:08:07

And the mitigation is going to be delivered on Norman Road field and the biodiversity net gain on the golf course. For me, it just doesn't compute how the rest, how the whole nature reserve is required by Corey, who my understanding is doesn't have a track record of nature reserve management. We still have 70 years running on our section 106 agreement.

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And I believe the lifetime of this is 25, 30 years. I can't I can't quite remember the management mechanism, but the production of a labor for me doesn't give me reassurance.

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I mean, I think in answer to your question, I think to some degree, though, it might not give you comfort. I think the applicants probably already responded to part of that. But I will give the applicant a chance to to make any comments on that.

00:27:37:29 - 00:28:09:03

So the applicant so I think we've our starting point is, I think we said at the last hearing is to, to, um, build on what's been done before to to create a management regime for the whole area, including the expanded area through our management, um, measures and to build on what was taken earlier. That's the important point, is we see this as one expanded nature reserve that needs to be managed as One area of land. Not individual fields.

00:28:11:19 - 00:28:12:10

Okay. Thank you.

00:28:15:24 - 00:28:22:03

That boy hasn't given me the comfy home, but I don't think we need to pursue that any further. So.

00:28:22:05 - 00:28:23:27

No, I guess, um,

00:28:25:21 - 00:28:48:01

my concern is that that is that the nature reserve isn't needed and that the the baths is an aspiration in order to achieve planning approval. To my knowledge, nobody has actually requested that quarry take ownership and manage a nature reserve. It's their desire as part of the the planning application.

00:28:50:02 - 00:28:52:18

It's a statement rather than a question. Thank you.

00:28:53:18 - 00:28:55:09

Is there? Does the applicant want to

00:28:56:25 - 00:28:59:14

respond to that? Okay. Thank you.

00:29:02:25 - 00:29:04:02

Mr. Wilson. I think.

00:29:07:17 - 00:29:31:07

Yes. Thank you. David Wilson, Thames Water. Just a question in relation to your earlier questions about questions about funding for the scheme. I just got a question that, um, if for any reason the DCO were to be approved and the CPO were to be confirmed, what would happen if the funding didn't become available and the scheme was not to proceed? So what would happen to the the Christmas nature reserve land that has been CPO if the scheme were not to proceed?

00:29:33:05 - 00:29:45:02

Uh, well, I'll ask the applicant to, uh, I think I think I'm right in saying that in circumstances like that, there are some provisions in the development consent order, but, um.

00:29:47:08 - 00:30:32:19

That's a difficult question to ask in the answer in the abstract, because it would depend on the exact circumstances. The obviously the DCI requirements work so that if the, um, before we can start any work, we'd have to get the boards Approved. And then once it's approved, the requirement says that we've got to carry out the development in accordance with it. But that is a different circumstance to, um, if for whatever reason, worst case scenario, we got DCO approval and then, um, we were, you know, for example, the Secretary of State refused to guarantee under article 11 in that situation that DCF sits on the statute book, but it's not been, um, I suppose the green light hasn't been pressed.

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So the bar exists, but nothing would change in that circumstance.

00:30:40:23 - 00:31:02:00

So yeah, I think, uh, I think that's really helpful for the applicant is that there probably are different circumstances. I understand your concern. Um, although I'm not sure, um, sort of how sort of the potential sort of hypothetical circumstances, sort of where, where are we going with that? Is there anything you want to add to that, Mr. Wilson?

00:31:05:12 - 00:31:16:02

Just about the ongoing management of the land, because until the rent proceeds and a full management plan is agreed to being implemented, that land could continue to deteriorate without any management.

00:31:20:19 - 00:31:21:08

Mr. Fox.

00:31:22:19 - 00:31:37:06

Sorry, Mr. Fox. The applicant. So the key here is around the drafting of the DCO, which explains when, um, the, um, existing obligations under the 1994 agreement

00:31:39:06 - 00:31:52:09

dissipate. And I'm just trying to, um, bring up the article to remind myself, but that that article, um, deals with the timing on that point. So the obligations don't go away until until that article is triggered.

00:31:54:03 - 00:32:04:00

So what we're saying is that until and unless the requirements of the DCO were to come into force that the existing arrangements would remain in force.

00:32:09:02 - 00:32:21:00

So yes. So under article 50, it's not until we finish doing the work pursuant to work number seven, um, that the original agreements, the 1994 agreement would be abrogated.

00:32:23:11 - 00:32:42:12

So effectively. So was I correct in saying that. So as you envisage the DCO operating the existing, any existing requirements under section 106 obligations will continue up until the point that the, uh, the requirements and the articles of the DCO came into force is that.

00:32:42:26 - 00:33:03:21

For the applicant? So in order to start work number seven, I needed to deliver the May. We would have had to have got the the boards signed off pursuant to requirement 12. We then do the works and then under article 50 Once the work to complete. It's only at that point that the um 19 1994 obligations are abrogated.

00:33:05:05 - 00:33:21:15

So. So the section 106 would remain in force even once he'd done works. And it would only be once he completed the works that that there'd effectively be this change from the section 106 no longer taking effect to, uh, the deed of obligation you're proposing taking effect?

00:33:22:00 - 00:33:23:27

Yes, sir. Essentially, yes.

00:33:23:29 - 00:33:26:22

Does does that help answer your question, Mr. Wilson?

00:33:28:13 - 00:34:09:08

Yeah, no further points in that respect. But it does also bring into question there was a question about the operational status and would it have PD rights. But um, any PD rights would need to be in accordance with a section 106. And the section 106 currently says the land needs to be maintained for obviously biodiversity and nature conservation. So any PD rights that would conflict with that would not be able to take place. But just because it's in use for biodiversity and nature conservation doesn't mean it can't be operational land, because Thames Water has got a huge land holdings, and parts of it are all nature reserves, and even the key London reservoirs are designated as special protection areas, but they're still operational.

00:34:09:11 - 00:34:24:29

And the Cross Nature Reserve, for example, includes a large reed bed and we're sort of installing reed beds. Our sewage treatment works around the country because to help with the aid of wastewater. So just because it's a nature reserve doesn't necessarily conflict with the operational status,

00:34:26:29 - 00:34:30:28

but we can come back to you on that further in writing, as was pointed out by my colleague.

00:34:32:09 - 00:35:05:10

And I think, Mr. Wilson, I think there is also the, the the key point there is in terms of the sort of the, the implications not for whether or not not in the wider sense of whether it's it's operational land, but the implications for this particular DCO application as to whether it's the sort of The the. So what question is does it does it actually make a material difference to, um, the proposals? Um, I understand from what uh, from what both, uh, Mr.

00:35:05:11 - 00:35:27:08

Jones and Mr. Taylor said that, you know, there are, you know, you know, wide ranging implications otherwise, but it's just understanding what the implications are in this, in this particular context. I think also, Mr. Jones was going to going to look at the the permitted development rights thing in further. So I think it probably would be appropriate just to pick up on these, these issues in writing afterwards, if that's uh, if that's something you want to.

00:35:27:10 - 00:35:28:20

Follow up, sir. Yes, yes.

00:35:31:01 - 00:35:37:17

Okay. Thank you. Mr.. Mr.. Prime, I think you wanted to say something as well.

00:35:37:25 - 00:35:48:03

I'm grateful, sir, I just wanted to point out and say across this at Mr. Brighton on behalf of Save Cross Ness Nature Reserve. Um, we made some submissions on the section

00:35:49:28 - 00:36:11:17

At 1 to 7 point within our first submission. And just to flag for your notes in case of any assistance, it's at paragraphs 1722177. We cover the Water Industry Act and also Nurk. Um, but certainly it's our view that both the access road and the wider land form part of section 127 land.

00:36:14:18 - 00:36:24:17

And uh, Mr. Martin, is there anything you want to add again on that sort of the implications of that, or is that more about just what the what your understanding of the status of that, of that land is?

00:36:25:01 - 00:36:53:17

Um, well, we've provided some submissions, firstly on what the status of the land is, but also in terms of, um, the implications we do within our case say that there would be a serious detriment, um, if this were to proceed, we stand by that. Um, not only because of the implications of to the current section 106 agreement, but also in relation to the 2.5 hectares that will be lost. Um, so we do say there is a serious detriment, not just to the access road, but the wider land.

00:36:57:02 - 00:37:11:03

That is referenced and touched upon within our statement of case. I know that this is an item on the agenda, so I don't want to take up your time, sir, if it's not appropriate. But I'm happy to expand now if it would assist.

00:37:11:21 - 00:37:27:18

Well, it's just to understand again, the, uh, the sort of again, the implications of that, uh, of that status for, uh, for the examination. I'm grateful that you've, you've, you've pointed me to your, your submission, which obviously I can have a, have a look at.

00:37:28:00 - 00:37:58:12

But in terms of the implications, we would say that yes. If section 127 does by that does have implications on what can and can't happen. Specifically, we set that out at 174, um, and the test to be applied. And we say that if either of the subsection is applied, then the acquisition of land is prevented. Um. I know there's a dispute about that. And there's an agenda item tomorrow to discuss that. So I don't want to cross the boundary if now is not the appropriate juncture.

00:37:58:14 - 00:38:07:01

But certainly our case is that, um, acquisition of land would be prevented if we are right on section 127. How far it covers.

00:38:08:12 - 00:38:14:01

Okay. Thank you. Does the applicant want to make any comments on Mr. Bryant's. Come on sir.

00:38:14:09 - 00:38:19:00

No thank you sir. No, I think I picked up all the points already I believe.

00:38:19:16 - 00:38:53:28

Thank you. Thank you. Okay, I think that's concluded where we are with the item 4.4.3, the next item, 4.4 Western Riverside Waste Authority. Um, Mr. fry has been very patient waiting for this at this point. Um, I think from, uh, what you and the applicant have already said is that, Some, uh, you probably addressed, uh, my, my questions insofar as he can, but I'll give you the opportunity to to say anything you want to.

00:38:54:01 - 00:39:27:07

And I think, just again, is there anything that, um, uh, in terms of, uh, leading to an agreement between the parties that, uh, needs to be explored? I mean, I think I was asking questions about, um, uh, you know, whether effectively, whether an agreement would actually resolve the parties differences, whether actually there are any implications for the for the DCO, uh, requirements or whether they actually needed to be any protective, uh, protective provisions or not.

00:39:27:19 - 00:39:39:22

Um, whether things like that. But I think it's probably not worth me delving into these in too much detail if you're going to say that actually those are the issues that you've effectively either resolved or are planning to resolve. So. Mr..

00:39:41:07 - 00:40:20:02

Mr. Fry for Western riverside Waste Authority. The answer is yes, in the sense that I'm conscious of the concern that you will have for the examination, but I'm caught by the without prejudice discussions which are taking place and my own limited instructions. If there are further questions, sir, I will of course take them away and deal with them in writing. But I think what I can say at this stage is that it's obviously in everyone's interest for the discussions that are taking place to be expedited and advanced as rapidly as possible.

00:40:20:23 - 00:40:29:15

Um, in terms of your agenda item questions, uh, to the extent that I can address them.

00:40:31:17 - 00:40:37:16

I think and again, conscious of, as I say, the discussions that are taking place.

00:40:41:22 - 00:41:08:10

It might you know again these the position when I wrote the agenda is different to the position as I think both yourself and the the applicant would advise me now. So, you know, if there's if there's not much more you can say, then I'll accept that. And I guess I'd replace all four questions with, um, what what confirmation, what form the agreement's likely to take and when can it be expected.

00:41:09:06 - 00:41:37:28

Sir? Well, if you're going to be offering me an escape route, I'll happily take it. And I'm grateful for that. So. But what I will say is that I think it would be premature to assume that a commercial agreement would deal with everything. But what is being discussed is more than that. If I put it that way, sir. So some there may be some issues which has to be resolved within the DCO, some through a commercial agreement. But that is the nub of the issue which is currently being explored by the parties.

00:41:39:29 - 00:41:48:24

Okay. Thank you. And in terms of when it's likely to be resolved. Are you able to shed any light on that? Uh.

00:41:49:06 - 00:42:03:17

So no. Uh, except for, as I say, it's in everyone's interests to resolve the issues and to report back to the examination as soon as possible. Certainly, on our side, we're very conscious of the end of the examination, and I know that the applicant will be in the same position, sir.

00:42:04:17 - 00:42:10:21

Okay. Thank you, Mr. Gray. So I'll ask the applicant when they've got anything they want to, um, to add to that.

00:42:11:02 - 00:42:43:00

Uh, let's talk about the applicant. No, I think I would agree with how, um, Mr. Rice characterized, um, the discussions. Um, I would say I think we're hopeful that, um, uh, to the extent that there are amends to be made that we will be able to get in a position where they're able to make the deadline for. But I also would say, don't hold me to that because the discussions need to happen. but I think, um. Obviously that would be helpful to you. So you understand, um, at that position.

00:42:43:16 - 00:43:09:20

Um, but I think I probably shouldn't say much more. More than that too. Um, so yes, we're as I said, we're working through getting the commercial arrangements done. We're conscious of the deadlines and seeking to do that as soon as possible and as part of those discussions. The extent to which amends need to be made to the DCO are being considered, and the hope is that at least that issue would be able to be dealt with by deadline four. But as I say, let's see how that goes.

00:43:10:27 - 00:43:22:16

Okay. Well, I think in the circumstances that I'm satisfied with the answer. Thank you. Um, but I'll just double check if there's anything else anybody wants to raise on item 4.4.

00:43:25:04 - 00:43:59:22

Okay. Well, the next item is, uh, 4.5. Um. I'm conscious. Um, you know, there's quite a few issues that, have been been raised here between, uh, the, uh, the affected persons and the, the applicant. Um, and, uh, I was planning to break for lunch about 1:00, but I was just going to ask the parties whether it might it might be preferable to have a have a slightly earlier lunch and resume earlier in the afternoon, or whether we should make a start and, uh, have a have a break in about half an hour.

00:44:00:27 - 00:44:03:00

Or maybe people don't have a preference.

00:44:03:06 - 00:44:06:19

I'd favor making a start, but happy to hear other views.

00:44:07:16 - 00:44:09:04

So we're happy either way.

00:44:10:08 - 00:44:18:22

Okay. Thank you. So, um, the next item, item 4.4. Sorry. Item 4.5. Apologies. Um, so

00:44:20:22 - 00:44:53:02

Mr. Turney and the applicant helpfully set out areas of disagreement which, uh, I thought would be helpful to, to to focus on. And those effectively, I think, are the ones that I've identified in my, uh, in my agenda. Um, so I think, um, it would be helpful to go through go through those issues. And, uh, as I mentioned before, uh, where where Mr. Tierney, the applicant consider assists me. You know, there may be an opportunity to ask questions once mine have been answered. Um, there are just some preliminary questions just to, uh, to help me for clarification.

00:44:53:11 - 00:45:19:25

Um, Mr. Tony, just around the, uh, the the the Munster Joinery, uh, site, which I'm conscious is a is a sort of a subset of, of your client lands or who owns sort of slightly more. Um, I think the representations mentioned that the first phase of development was implemented in 2016. Um, but there was consent for more. It'd be helpful to understand what your client's intentions are for the rest of the rest of the site.

00:45:28:11 - 00:46:04:10

Uh, Richard, attorney for Llandysul and Munster. Monster. Can I just use a shorthand and just. And just call it landfill? Um. The interests. I'm representing both parties. It's landowner and tenant. Um, and there's no material difference for the for the purposes of our submission. So I'll just call it an answer for today, if that's okay. So, um, the intention is, um, to build out the rest of the planning permission that's already been granted. So there's a effectively another shed of the roughly the same dimensions immediately to the north of the the, um, industrial unit that's already been constructed.

00:46:05:00 - 00:46:08:24

Uh, and the proposal is to build that out probably next year.

00:46:10:12 - 00:46:17:05

And is that something that's going to happen as a contract being left for that, or is that still a sort of an aspiration for the business?

00:46:17:11 - 00:46:36:24

I don't know. No, not as yet. There's no contract as as yet. But as you'll see in the Lichfield Report, um, we've provided two alternative analyses. One of them is based on the existing footprint, and the other one is based on the future, um, industrial development.

00:46:38:00 - 00:46:52:14

And if I understood from the representations correctly, um, my understanding is that the the current building hasn't got electricity or mains electricity. Mains water. Is that is that correct or have I misunderstood misunderstood that it does.

00:46:52:16 - 00:46:55:24

It does have utility connections, right? Yes, yes.

00:46:55:26 - 00:47:03:20

Because I think there was a point in the Litchfield case again, unless I've misunderstood that about relying on generators and tank water.

00:47:05:26 - 00:47:13:03

But by all means, if you if you introduce yourself, perhaps if you want to come to a microphone, you're welcome to.

00:47:14:04 - 00:47:14:20

Just get that.

00:47:22:09 - 00:47:26:13

Um, takeaway from the Munster Joinery. Um, we.

00:47:26:15 - 00:47:27:02

Bought.

00:47:27:04 - 00:47:27:19

The.

00:47:27:21 - 00:47:28:11

Site. And then when.

00:47:28:13 - 00:47:29:07

We built it.

00:47:29:09 - 00:47:31:11

There was a dispute over where live.

00:47:31:15 - 00:47:32:12

At the front.

00:47:33:01 - 00:47:33:16

Of.

00:47:33:18 - 00:47:34:03

And.

00:47:34:05 - 00:47:35:15

Road along Norman Road.

00:47:35:21 - 00:47:38:13

Between quarry and the developer, Seamus Gannon.

00:47:39:00 - 00:47:43:18

And we finished the site in 2016 and it took.

00:47:43:20 - 00:47:44:20

Around 3 or 4 years.

00:47:45:00 - 00:47:45:20

For quarry.

00:47:45:22 - 00:47:53:12

And she was getting sucked out the way leave. So in that time we were generators and brought in water to operate the site.

00:47:54:08 - 00:47:59:13

Right? So what I picked up from the Litchfield report was a historic thing. And that's not the situation now.

00:47:59:27 - 00:48:10:06

That's correct. Yeah. And I think in 2020 we found where I live was 20 1912 was finally got electricity and 2020.

00:48:11:09 - 00:48:13:02

And that's power and water.

00:48:13:06 - 00:48:14:03

Yes that's correct.

00:48:14:26 - 00:48:15:21

Thank you for clarifying.

00:48:15:23 - 00:48:28:21

Yes sir. For your no you will you will need some help spelling Mr. Twigs name. Uh, it's, uh, Tighe t ADHD and twig is t w o h I g.

00:48:30:11 - 00:48:34:17

So I missed the. I think. I think I might have a note of it somewhere.

00:48:34:19 - 00:48:39:05

I think I think he probably is on the list of people attending. Yeah. But I just thought I'd.

00:48:39:17 - 00:48:43:19

I do have a reference, but I am grateful for the assistance in pronunciation there.

00:48:43:21 - 00:48:47:09

So you probably find it's the one name that's recorded correctly in the transcript.

00:48:50:00 - 00:49:12:28

Thank you. Thank you for clarifying that. Um, and also and again and again, just to understand a bit more about the actual nature of the operations on the, on the site. Um, but my understanding is that, um, that products are manufactured in Warwickshire and then there's this site effectively a distribution point for that. Yeah, it's.

00:49:13:00 - 00:49:22:09

A distribution site. And we've a showroom for, say, builders and architects and surveyors from various building companies. They come in and look at the windows that are available.

00:49:22:11 - 00:49:25:22

And So there's a showroom element as well.

00:49:25:24 - 00:49:26:19

That's correct. Yeah.

00:49:26:21 - 00:49:43:21

Okay. And and in terms of the, uh, the distribution, I mean, um, do you have a, do you have a sort of fleet of sort of vehicles that sort of. So I'm, I'm assuming that correct me if I'm wrong from Warwickshire. Yeah. Quite large vehicle. And then does it get put on smaller. Yeah.

00:49:43:23 - 00:49:59:03

I'd say what happens is the manufactured in Westbourne, there are 3 or 4 artists a day. Come down to Norman Road and unload there and they're put on the smaller trucks that go out for fishing each day.

00:49:59:20 - 00:50:06:03

Right. And is that just to distribute plants or are there fitters or is that just or do you just sell sell.

00:50:06:09 - 00:50:16:00

No. We supplying fish and we service the windows as well out of that base as well. And the sales carried out on that site as well.

00:50:16:19 - 00:50:21:12

And so the fitters sort of operate out of that site as, as well.

00:50:21:16 - 00:50:22:19

That's correct. Yeah.

00:50:22:21 - 00:50:24:02

And are.

00:50:24:04 - 00:50:24:19

The.

00:50:24:21 - 00:50:30:23

Sort of the vehicles that they use to take to they sort of effectively there. Or do your workforce tend to keep the vans at home?

00:50:30:25 - 00:50:34:07

No, they have to stay. And so you said nice, right. Yeah.

00:50:34:24 - 00:51:06:03

Okay. Thank you. That's just helpful to understand actually what the what the activities are on the, on the site. Um, so anyway, I'll ask some, some of the other questions. So thank you for that. I guess one of the, um, one of the overriding questions was attorney. Is it? Um, I think your case is that that a carbon capture facility, um, is feasible in a much smaller or more compact, uh, arrangement than that's been suggested by the by the applicant.

00:51:06:13 - 00:51:36:19

Um, I guess the question I've got is that if that were the if that were the case, if actually, um, Corey's, uh, ambitions could be achieved on a smaller, smaller footprint. Um, what why would it not be situated on land that's designated as strategic employment land or strategic industrial land, including your client's site, rather than the nature reserve. Um, rather than avoiding your client site. I suppose that's the key question. Uh, sort of overriding question I've got for you on that one.

00:51:38:07 - 00:52:26:18

Uh, Richard Turney for landfill. Um, well, there may be a question of judgement there. Uh, if there were two alternatives. One of them being nature reserve and the other one being, uh, existing operational, uh, employment site. Uh, there may be questions of judgment. Um, and we're not seeking to, um, ask you to weigh that up at this stage. What we did though, um, or what Doctor Edgar did in his first report, was he considered that proposition? Uh, because we thought you might ask and looked at whether you could, uh, locate, uh, boats or that you could both avoid the nature reserve and avoid the land or land.

00:52:26:20 - 00:52:56:26

And his conclusion is that you could but it would require a split site. So that's his conclusion in his first report. His second report obviously made some refinements to his alternative layout. We haven't produced a further iteration of the split site to address that question of the nature reserve versus the employment site. Um, just very briefly, I think we would say that in terms of mitigation of impacts, the um applicant has a proposal to expand the nature reserve.

00:52:57:12 - 00:53:30:27

Uh, it doesn't have a proposal to provide alternative, um, facilities for landfill and Munster joinery. Um, the applicant, uh, claims that it can deliver and evidences delivery of significant biodiversity net gain, in other words, the impacts of the loss of nature reserve will, they say, be not just entirely mitigated and compensated for, but also that there will be enhancement in return? They can't claim that about the socio economic impacts on landfill and Munster joinery.

00:53:31:21 - 00:54:05:05

Um, and we've set that out in the Litchfield report. So in essence, as things stand at the moment on the applicant's assessment, um, and as we've put forward in the Litchfield report, you have a position where the impact on the nature reserve can be mitigated and compensated for. But the impact on landfill and Munster joinery cannot. And so as things stand now, we would say that if you were faced with that choice, you would choose to include the nature reserve land.

00:54:05:23 - 00:54:14:28

Um, but as I say, our position is that if you did get into that question, um, you would, um, have to consider then the Then the split side.

00:54:16:03 - 00:54:53:05

Okay. Thank you. I understand your position on that. Um, and again, before we get into the details, can I ask the applicant in terms of and, uh, I don't know if this is a question, director, Mr. Alderson or not, just in terms of the the brief in terms of the site area for the carbon capture facility, were you presented with a geographic extent on which the facility needed to be fitted, or was a particular figure in terms of footprint recommended in terms of a minimum minimum area? I'm just trying to understand that the process of design and how that, uh, how that worked.

00:54:54:24 - 00:54:56:06

Tony Alderson, on behalf of.

00:54:56:08 - 00:54:59:28

The applicant, that we we took a bottom up approach and.

00:55:00:10 - 00:55:36:15

You know, for each of the the unit operations and facilities required identified the the footprint required for that in some instances, informed by expert input from carbon capture technology providers who designed a number of these projects, including the largest currently operating in the world, so took their input as guidance for the facilities within within their remit. And once we determined that the space required for each element, you know, sought to accommodate those in the smallest possible footprint across the site, taking into account the physical limitations and unique constraints that are on the on the site that we're looking at.

00:55:36:17 - 00:55:53:29

So it's very much, you know, we sought to minimise footprint as we develop that layout and tried a number of different iterations before you're landing on the the indicative layout that we have, which we believe is a is an efficient and robust approach to accommodating all of the facilities required for the carbon capture facility.

00:55:56:04 - 00:56:16:21

This was about to happen. If I could just add. Section two of the Terrestrial Site Alternatives report also explains the evolution of the the size requirements and that I mean, we undertook the alternatives process Optional process on the on the basis of being able to fit in the land that was needed.

00:56:19:00 - 00:57:00:28

Um, attorney for Lansing. Can I just, uh, there's a follow up on that. But on the point which, um, I wanted to raise, which was, um, it's not clear to us whether in designing the layout, the availability of particular parcels of land was taken into account, and it would be helpful to know what approach was Mr. Alderson took in terms of what he knew about the availability of different parcels. So, for example, did he know that the nature reserve was available but Munster Joinery was not? Or did he know that the land to the south Norman Road field was available, but other land was not? So it's where the land availability was taken into account in designing the layout.

00:57:02:14 - 00:57:20:23

So I think that was a fairly clear, clear question because also I'm conscious that, uh, you know, quarry, in terms of existing land interests, there are some interests already. So. Yeah. How did the availability of land inform the the footprint and selection of sites?

00:57:21:17 - 00:58:07:10

Tony Alderson on behalf of the applicant. So, so prior to this stage of developing a layout, we considered different sort of plots of land and the and the, the relative merits of using those in the context of where we should locate the carbon capture facility and determined the, the plots that we that we've utilised for the indicative layout as being, you know, those best suited for locating the carbon capture plant, you know, on the assumption that there would be available, you know, to to use all of the plots that we've, that we've, that we've utilized some already within, within Corrie control or others not, you know, to determine an indicative layout based on that, you know, contiguous strip of land to the west of Norman Road as being the the preferred location for the facility.

00:58:09:24 - 00:58:24:20

So, so. So can you say a bit more about that in terms of your bottom up approach, which I seem to be sort of looking at the needs of the, of the facility. First, can you say a bit more about how those different plots of land did fit into that?

00:58:25:28 - 00:58:48:20

Well, on the basis of those plots of land being those, you know, most suited, we started at the North and worked our way south, accommodating the equipment and facilities required until we could accommodate them all. And as it as it transpired, you know, when you look at the indicative layout, it requires that that full strip of land along the west side of Norman Road to accommodate everything that's required.

00:58:48:27 - 00:58:58:12

So so your process was to look effectively at the the current bit of the nature reserve adjacent to the boundary of the campus and work south. Is that what you said, if I understood you correctly?

00:58:58:14 - 00:58:59:08

Essentially. Yes.

00:59:01:06 - 00:59:03:05

Was that what you wanted to ask me, sir? Tony?

00:59:03:07 - 00:59:34:03

Yeah. Richard Turney for Lansdale. Yeah, I think it's not quite answering the question, because this is when we know how the TCR is assembled. So they say that they need these sorts of site areas, and they go through a site selection process. And we've understood that. We explored it to some extent in the first issue. The question here for compulsory acquisition is in choosing the layout of the site, what consideration was given to the availability of individual plots? And I think from what Mr.

00:59:34:05 - 00:59:48:14

Alderson said is at that point, there wasn't further consideration of the availability of layouts, of availability of individual plots, but it would be really helpful to clarify that, because I think that will go to the heart of your compulsory acquisition alternatives consideration.

00:59:50:14 - 00:59:52:26

Yeah, I think also because

00:59:54:14 - 01:00:02:14

Cory does have an interest in land to the to the south of the south of the nature reserve, doesn't it? Is that is that right?

01:00:02:21 - 01:00:03:21

Yes, that's correct sir.

01:00:03:23 - 01:00:10:27

Yes, sir. Yeah. Pick up Mr. attorneys. Uh, attorneys point there. Surely that must have had some, uh, influence on on your approach.

01:00:12:06 - 01:00:42:21

Well, in terms of determining which plots of land were most suited for the location of the capture plant, then, yes, that those plots are currently within the control of Cary. That was one of the factors when we considered, you know, various locations around the existing riverside, one riverside to two sites. And that was just one of a multi factor consideration in determining which plots of land were

best suited. You know, with, with the requirement of a contiguous site. So those plots alone clearly provided sufficient footprint for the overall facility.

01:00:43:11 - 01:01:15:02

Therefore, you know, that was one of the one of the factors, along with sort of proximity to the source of of flue gas from Riverside one riverside to proximity to the export provision for liquid CO2 via the jetty to ship and and other factors in terms of the existing um utilization of various plots of land and how that could be accommodated with the other. Other factors. You know, for example, the the presence of existing watercourses and ditches on the site, the presence of the Thames Water access road.

01:01:15:04 - 01:01:50:09

These are all factors that would take into consideration when determining your where to locate the the facility in terms of our indicative layout and how it was configured within that, within that layout with other factors such as the the the sort of the taller facilities being at the northern end of the site and, and then lowering the visual impact as we move north to south. So a range of factors are all sort of came into consideration in, in determining firstly the plots to, to consider and secondly how we arrange within, within those plots, you know, taking the minimum space required to provide the functionality and facility that we need.

01:01:50:16 - 01:02:10:10

But to answer Mr. Tony's specific point, then your ownership of the various plots and and the ability to utilize those plots, which is one of a number of factors that would take into consideration when we determine the preferred location for for the the development of the indicative layout.

01:02:11:28 - 01:02:34:13

So certainly it was one of a number of factors. So um, but in terms of the, you know, the bottom up approach, it was the, uh, you know, the either availability or currently non-availability of land. How did that sort of feature in it, did that sort of, uh, mean that particular, uh, configurations were prioritized over others?

01:02:35:21 - 01:03:15:23

So, and the applicant, I think, can we just take a step back a moment? Because I think it's worth emphasizing that in undertaking. And an attorney is focusing on layout rather than site selection. But in undertaking the site selection process, we did consider different configurations of the South zone, and that included different amounts of the brownfield strategic industrial location, land being taken. So that that was a step in our site selection process. Was consideration of that an option option here in principle three, when we would then had chosen our chosen South zone, which by definition included land such as Munster and Nancy's land.

01:03:16:14 - 01:03:28:18

Um, we were then as set out in section 3.4 of the alternative chapter from a layout perspective, specifically asked ourselves the question as to whether the land on the land could be avoided.

01:03:29:19 - 01:04:01:17

I, Richard Turney, for landfill. I'm afraid to say that we've got immediately to a real concern about the fairness of a process here where effectively, Mr. Fox is substituting answers from the person who can provide the answer to your question. And that's why I expressed the application in the way I did. Um, the this is a situation where it's a it's a compulsory acquisition here. And we have a right to be heard. Um, and we're entitled to challenge.

01:04:01:19 - 01:04:15:06

And, um, the applicant is put to a high standard of proof because of their proposal to interfere with my client's human rights. So that's the threshold. High threshold. And I just think.

01:04:15:08 - 01:04:21:21

If you want to. I'm happy. If you want to ask Mr. Allison a question. But on that particular issue, please, please.

01:04:21:23 - 01:04:24:22

Well, I'm very grateful. So, um, Mr. Alderson, I think.

01:04:24:28 - 01:04:35:11

Could I could I just respond on that, sir? Yeah. As was explained at issue one, it was a multidisciplinary, iterative approach. So I think it's important.

01:04:36:15 - 01:04:37:15

Let me finish.

01:04:37:17 - 01:04:40:08

Well, as long as Mr. Tate doesn't supply another answer because.

01:04:40:15 - 01:04:46:26

I'm not supplying an answer, I'm just explaining that that's an important to understand. That's all.

01:04:47:12 - 01:05:14:15

Well, certainly I understand it. And I can see from the range of people we've got on both sides of the room that there's not just one person involved in, uh, in this, uh, and also that that is something I'm conscious of is that, um, uh, whilst, you know, both parties have got, uh, sort of particular experts that they may well be areas which are beyond their, their expertise. But, uh, on that particular one, I'm happy for Mr. Tierney to ask and say the question, but if you if you could ask a question through me and then.

01:05:14:19 - 01:05:23:18

Sir. Yes. So the question that I tried to, um, ask at the start and earlier through you try to ask at the start is, is this one which is

01:05:25:13 - 01:05:41:22

in deciding the layout. This is not site selection, this is not TCR in deciding the layout at that point in the process, what consideration was given to the availability of particular parcels within the South Zone?

01:05:45:03 - 01:06:26:21

Mr. Alderson, on behalf of the applicant, by that stage we determined the preferred Bird plots to locate the facility and the. The indicative layout is based on those plots already determined to be those most suited for the facility, which include the the landfill plot of land. And as I described earlier, we took then took a bottom up approach of determining the the footprint required for each of the process areas and facilities required to configure the overall carbon capture facility, and fitted those from a north to south basis, minimizing the the overall landscape required.

01:06:27:00 - 01:06:42:24

And clearly, when you refer to the indicative layout that overall land starting from from the north of the the the plots of land to the to the west of Norman Road extends through and beyond the landfill land to provide sufficient footprint.

01:06:46:08 - 01:06:47:07

Okay. Thank thank you.

01:06:48:27 - 01:06:53:27

Mr.. Sorry I did interrupt you there. But was there anything you wanted to add? I've got another question to you.

01:06:55:29 - 01:07:12:06

And just before we get on to some more specific things, Doctor Edgar, can I just ask in terms of your sort of alternative design and that the sort of the the brief you had for that, did you take into account the design principles and design code that the applicants have prepared?

01:07:13:24 - 01:07:38:24

Uh, Craig. Edgar. Allan. So, um, so my brief was to effectively take a look at the proposal and to see very much concentrate and how much space was required to accommodate the plant. So initially, I didn't have the benefit of the same sort of design basis that, um, Corey would have had when they did it. So I had to go.

01:07:38:29 - 01:07:45:00

Sorry. I mean, the design principles and design code are something that they were submitted with the application, so they're not.

01:07:45:07 - 01:07:48:18

Oh, sorry. Sorry. So, So I'm.

01:07:48:20 - 01:07:57:08

Just. I'm not talking about a brief. I'm talking about the design principles and design code, which do have some sort of spatial implications. Yes. And whether you took that into account.

01:07:57:10 - 01:08:18:01

As I did. Yes. So in terms of what I have attempted to do with my layout, um, I have attempted to achieve the same aims and ends and same general operability as the applicant's layout. And by and large, it.

01:08:20:06 - 01:08:42:08

Takes the same equipment. I don't think there's very much disagreement between us and the core items of equipment that are required. There's a small number of items which are on your list there that we do have disagreement with, but in terms of the core carbon capture plant and storage plant, my layout should achieve exactly the same ends as the applicants.

01:08:43:01 - 01:08:56:13

So for example, the Both the design principles and the design code have certain the sort of dimensions to keep away from watercourses and things that has been reflected in yours. Or is it not so?

01:08:56:17 - 01:09:04:27

Probably less so than the applicant. To be fair, I've not done a detailed ecological study. Um.

01:09:05:21 - 01:09:23:23

So it's not it's not it's not a study. It's the fact that there's a, there's a design code and design principles. Um, you know, some of which, some of which are, uh, sort of expressed in sort of the overall form. Others are a bit more specific in terms of dimensions and things. Did you take those into account or not?

01:09:24:09 - 01:09:27:00

Um, no. Not specifically.

01:09:29:18 - 01:09:38:29

Just just sort of the the design principle design code is a it's a it's a fairly brief document that was submitted with the application. So I just want to make sure I'm not.

01:09:39:09 - 01:10:03:13

No, I mean, I think to be fair in terms of the water courses, um, there is similarity between what the applicant is proposing and what I'm proposing for a lot of the internal ones. But, um, that to be absolutely fair, is probably a coincidence rather than design on my part in the sense that I have not gone and specifically done the design around those watercourses.

01:10:03:23 - 01:10:07:13

I was just using the watercourses as an example of things in the in the design.

01:10:08:00 - 01:10:33:28

So I just add we've, we have looked then at um, I think it's design principle. Uh, DC Inr one point. Um, it's one of the uh 1.5, which I think is the potentially the only design principle that includes a, um, a quantitative, um. You said that there were a few that did, but I think it might be the only that one.

01:10:34:00 - 01:10:34:22

Okay.

01:10:34:24 - 01:11:11:23

Which has the five metre set off. Um, and I think it might just be worth that. Sorry. There is more, but there are a few others who refer to separation distances, but I think the position is on that design principle that what it refers to is a, um, five meter width on one side. Um, so, um, the watercourses that we're concerned with, um, with the exception of the Norman road stream, lie between the proposed development and the nature reserve.

01:11:13:03 - 01:11:21:15

And so the five metre strip is available on the nature reserve side in both the applicant scheme and in the alternative.

01:11:22:00 - 01:11:31:04

So the question which I think is already answered is is it coincidence that your alternative scheme does that or was it did you refer to those design principles in Detroit?

01:11:32:09 - 01:11:42:04

No, I mean, I did not try and keep five meters away from the watercourses. So I think when you look at the thing, it probably does in most cases, but that's a coincidence.

01:11:42:06 - 01:11:48:26

And so it's a turning point that it may well have achieved some of those. But my question was more about whether you'd use that as a basis of your alternative. Thank you.

01:11:50:18 - 01:12:22:05

I think those are the sort of the general questions I had before we sort of focus on the actual, uh, sort of well, what I've identified as being the sort of the key areas of dispute between the parties. And I'm grateful to both the applicant and Mr. Tierney for helping to sort of narrow those. Narrow those down.

Uh, though I'm conscious it's almost 1:00, so I think I am going to use this as an opportunity to break for, uh, break for lunch. Um, and we'll resume at 2:00.

01:12:22:12 - 01:12:33:15

So, uh, we'll start, we'll come back and we'll start off looking at the need for and the size of the electrical, uh, switchyard. So, uh, the hearing is now adjourned. Will resume at 2:00. Thank you very much.