



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Outer Dowsing Offshore Wind Project
Hearing:	Compulsory Acquisition Hearing 2 (CAH2) – Session 1
Date:	19 March 2025

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SPEAKERS

Speaker 1, Speaker 8, Speaker 7, Speaker 2, Speaker 4, Speaker 5, Speaker 9, Speaker 3, Speaker 10, Speaker 6

Speaker 1 00:05

Good morning. It's now 10am and time for this hearing to begin. I'd like to welcome you all to this compulsory acquisition hearing for the outer dowsing offshore wind project. Can I just confirm that everyone can hear me clearly. And can I also confirm with Mrs. Haraway that the live streaming and recording of this event has commenced? Mrs. Haraway is a little busy.

Speaker 1 00:39

Thank you. So my name's Rod MacArthur. I'm an examining inspector and a chartered architect. I've been appointed by the Secretary of State to be the lead member of the panel to examine this application, and I will now ask the other panel members to introduce themselves.

Speaker 2 00:56

Good morning. My name is Mark James. I'm a charter town planner and an examining inspector, and I've also been appointed to member of the panel

Speaker 1 01:03

now for the hearings scheduled to take place this week. Mr. James and I are being joined remotely by the other members of the examining authority, who you can see on the screens in our venue and should be visible on teams as well. I'll now ask them to introduce themselves. You

Speaker 3 01:32

um, I'll go first, then Good morning. I'm Gavin Jones. I'm an examining inspector and a charter town planner, and I've been appointed by the Secretary of State to be a member of the panel to examine this application.

Speaker 4 01:45

Good Good morning. My name is coroshi. I'm likewise an examining inspector and a human geographer, and I have been appointed by the Secretary of State to be a member member of panel to examine this application.

Speaker 5 02:01

Good morning. I'm Claire meganson. I'm a examining inspector and chartered town planner, and I've been appointed by the Secretary of State to be a member of the panel to examine this application.

Speaker 1 02:14

Thank you. Together, we constitute the examining authority for this application. We're also supported in the venue today by Louise Haraway, the case manager and online by Georgiana Hannigan, the case officer for the application. I'll now deal with a few housekeeping matters for those attending in person in the venue today. First of all, can everyone in the room with us this morning? Please set all devices and phones to silence. Tea and coffee will be available today in the caveat lounge directly through the double doors towards the rear of the room. WCS, including accessible facilities, are located immediately outside this meeting room after you exit any of the sets of double doors into either the adjoining room or the corridor down to your right and follow the signage fire. Fire exits are also accessed by the same corridor outside the double doors, and signage will direct you to the nearest exit in the event of a fire. There are no fire drills planned during the time that hearings are scheduled to occur this week. Therefore, if you hear the fire alarm, you should assume that it is very much genuine and act appropriately after exiting the building by the near safe fire exit. The assembly point is in the red car park, which is the first car park that you came to as you arrived today. This meeting will follow the agenda published on the national infrastructure planning website on the 12th of March, examination, library, reference, Ev, 14001, it would be helpful if you had a copy of this in front of you. And can I also ask the applicant to now display the agenda on screen? Please? Thank you. This agenda is for guidance only, and we may add or remove considerations or issues as we progress, we will continue. We will conclude the hearing as soon as all relative contributions have been made and all questions asked and responded to. But if the discussions can't be concluded, then it may be necessary for us to prioritize certain matters and defer other matters to further written questions. Likewise, if any of you cannot answer questions being asked or require time to get the information requested, then can you please indicate that you need to respond in writing? Today's hearing is being undertaken as a blended event, using Microsoft Teams, we'll make sure that if you've decided to attend today, you will be given a fair opportunity to participate, whether you're in the room or joining us online, for those people observing or participating through teams, in order to minimize background noise, we ask you to please make sure that you stay muted unless you're speaking. If you're participating very. And you wish to speak at the relevant point in the proceedings, please use the raise hand function within teams. Please be patient, as we may not get to you immediately, but we will invite you to speak at the appropriate time. I'd also like to remind people that the chat function on Microsoft Teams has been deactivated, so please don't try to use this at any point if you don't manage to ask your question or raise your point at the relevant time, there will be an opportunity at the end of the meeting to raise this under Agenda Item 3.9 any other matters arising. A recording of today's hearing will be made available on the outerdising offshore wind section of the national infrastructure planning website as soon as practicable after the hearing is finished, with this in mind, please ensure that you speak clearly into your microphone, stating your name and who you're representing each time before you speak, a link to the planning inspectorates. Privacy notice was provided in the notification for this hearing. We assume that everybody here today has familiarized themselves with this document which establishes how the personal data of our customers is handled in accordance with the principles set out in data protection laws. Please speak to Mrs. Haraway if you have any questions about this. I'll move on now to introductions. And can I begin by please, asking the applicant to introduce its team, including any

advisors, or if you prefer, as has been more more general practice through the course of these hearings, if you'd like to just make your basic introductions, and whoever follows on will follow on.

Speaker 6 06:37

Good morning, sir. My name is Harry wood, Phil Park, Kings Council. I'm instructed by Shepherd and Wedderburn on behalf of the applicants, GT r4 Ltd, for the purpose of this morning's hearing, I'm only anticipating calling on two other speakers, so I might introduce those now, if I may, to my left, immediate left is Mr. David Wright, who's a land manager without a dowsing offshore wind. And then to his left and no relation, Mrs. Pipper right, who's a land agent at dalcro McLaren. Those are the only people I expect to call on, if there's anyone else, will introduce them as and when necessary. Thank

Speaker 1 07:18

you. Mr. Philpotts, I'll now ask those affected persons who've given notice of their intention to speak today, to introduce themselves. And can I begin with TH Clements? Please,

Speaker 2 07:34

good morning. My name is Mark Westman and Smith King's Council. I appear on behalf of TH Clements. I'm instructed by Fiona Barker, solicitor and principal associate and Bill Reeves, who sits to my right, And to her right is Sam Jeffrey, who's the finance director at TH Clements.

Speaker 1 07:58

Thank you, Mr. Westman Smith, as I understand it, there are no other parties that wish to speak at this or affected persons who wish to speak at this hearing. But can I just double check that now please, seeing no hands raised, nobody's coming forward, so I will pick that as a firm. No. Okay. Now, bearing in mind, the purpose of today's hearing is to hear both the applicant's strategic case for compulsory acquisition and temporary possession powers, and to hear from persons with a legal interest in the land affected by the proposed developments. I will just once more ask if there's anybody who wishes to speak who has not so far made themselves known.

Speaker 1 08:55

And I'm seeing no hands, so I will carry on the application for the proposed development includes a request for an order granting development consent to authorize compulsory acquisition of land or compulsory acquisition of an interest in or right over land. This hearing is to enable the examining authority to hear and probe the applicant's case and strategic case and respect for the application, and to hear any remaining individual objections from affected persons. Affected persons, just to clarify, are interested parties with a legal interest in land or rights over which the applicant is seeking, powers of compulsory acquisition and/or temporary possession. This hearing will help us to consider whether the relevant legal and policy tests applicable to compulsory acquisition and temporary possession proposals have been met elected persons who have not requested to be heard and have not been invited to speak today are all still invited to send any final closing comments as post hearing submissions for deadline six in the. Nomination timetable. As I've said, the agenda for this hearing was published on the planning Inspectorate national infrastructure website on Wednesday, 12 March. The items on that agenda are the only matters for discussion today, with the exception of a slight tweak towards the end of the the agenda, which I'll come on to, but I anticipate, Mr. Herwood, that you have

more than likely, the right people in the room to deal with that. But of course, please, please make that clear. If that's not the case when, when we come to it, first reactions today will be taken by Mr. Joshi as they emerge. It would also be very useful and with assist examining authority, if the applicant could also make a list of action points as they arise, in order to ensure that no important actions are overlooked at the close of the meeting this hearing, we intend to go through the list of hearing actions, which will then be issued in writing as soon as practicable after the close of this hearing, the assumption is that post hearing actions will be expected at the final examination deadline, which is deadline six on Friday, the fourth of April. If there are any questions at this stage, please raise your hand, using the teams function now, or in the room again. I'm seeing no hands, so I'll move on then to Item 3.2 of our agenda.

Speaker 1 11:33

And just before I begin, I'd like to make it clear that to the applicant, to affected persons and to interested parties, that it would be very helpful if, if you could all make reference to relevant documents that are in the examination with examination library references as we discuss the case for compulsory acquisition, non temporary possession, I'd like to come on first please to the applicant to discuss the the most recent or the entries in the most recent land rights tracker submitted at deadline, four, which is examination, Library Reference, rep, 4092, within, within That tracker, there are a number of plots for which negotiations are identified as closed, but where objections remain open. These appear to be, as far as I can tell, as follows. Plot, 25 005 under the ownership of JW grant, CO and Andrew John Grant. I'm just going to read this list out, and then if you could respond please that would be helpful.

12:51

And if, if any, if you miss any, then, by all means, let me know. Following then plot 25, 013, in ownership of Andrew Richard dorbny, John Henry dorbny and Richard John dorbny

13:07

plots 28 015, 20 801-620-8018. And 28 019, in the ownership of Doreen and Belton and plots, 42 018 and 42 dash zero at 42 dash 101,

Speaker 1 13:29

the ownership of Gerald William Hicks in each case, in each of these cases, of these plots I've just mentioned, the land rights tracker notes that there is an option agreement that has been exchanged, and at this stage, could I ask the applicant to provide an update on the status of the option agreement for each of these indicate whether the applicant confirm whether the open objections are or are anticipated to be removed or closed before the end of this examination.

Speaker 6 14:02

Thank you, sir. Harry wood, Philpott Casey, on behalf of the applicant. So in a moment, I'm going to ask Mr. Wright and to respond to each of those. Before I do, can I just raise a small point? You mentioned in your introduction that there was an additional item later in the agenda, and I just wonder whether I might ask now for an indication of the the subject matter, so that I can get the relevant person lined up while we're dealing with these early items. If that's convenient.

Speaker 1 14:36

Of course, I was hoping to surprise you all, but now, of course, it's absolutely fine. Essentially there, there's, there's an agenda item under issue specific hearing eight, which begins this afternoon, to discuss protective provisions. And I think it just, it seems a more efficient use of time to bring. That discussion as it relates to compulsory acquisition of statutory Undertaker's land into this hearing rather than, rather than spend time during issue specific hearing aids discussing that.

Speaker 6 15:12

Thank you, sir, that's extremely helpful. We're quite comfortable to deal with it in either hearing so we can bring it forward now and hopefully lighten the agenda for this afternoon as well.

15:21

Thank you coming on to Mr. Wright, then

Speaker 7 15:27

David Wright on behalf of the applicant. The applicant has also noted that there are parties that have either signed heads of terms or have now exchanged options where there is a representation still live. The applicant has approached the land agents who have submitted the reps on behalf of those parties to ask them if they are now content and can remove the reps. And to date, we've had no response from the agents of those parties. We are still continuing to chase and to get an answer to see whether those parties are content. The applicant's view is that they are given that they have signed and exchanged on an option, but we need need confirmation from from those parties agents in order to confirm that to you.

Speaker 1 16:12

Thank you, just as a kind of general, general point and to assist the hearing for those of us that don't deal with land rights on a regular basis. What's the stage beyond the exchange of option agreements? What happens next and how is? How is it ultimately concluded?

Speaker 7 16:31

David Wright, on behalf of the applicant, essentially an option agreement is an option to take rights at a future date. So at a future date, when the project has gone through financial close, financial decision, and are ready to construct, we serve what's called a construction notice, and at that point we will go on and work under the option agreement. Once the works are completed and we have as built plans, we then formally take the right that we're seeking at the end of the project, once constructed.

Speaker 1 17:02

So and excuse my I'm going to use the late layperson's terms quite, quite often today, but it suggests to me that if agreements have been exchanged, that doesn't necessarily mean that they're agreed yet.

Speaker 7 17:17

David Ratt on behalf of the applicant, so there are two stages. So there's heads of terms agreed which are non binding, and then once the option itself is exchanged, that is binding, that is essentially the rights are agreed and are in an agreed form.

Speaker 1 17:31

Okay, so is it reasonable to say, from the applicant point of view, that there's it's simply a case of building I's and crossing T's at this stage, David

Speaker 7 17:39

Wright, on behalf of the applicant, we, with the option, are comfortable that we have the rights that we need to construct on those parcels where we have an option in place. Okay,

17:49

that's that's helpful. Thank you. That's

Speaker 6 17:51

Harry wood Philpott, on behalf of the applicant. So the the difference between the two stages in contractual terms is that the heads of terms are identifying what's going to be in the contract, but the option agreement is a contract, and therefore it provides a contractual right for the applicant to then take the interest that is specified in the option at a later date. And that's the essential difference between the two of them.

Speaker 1 18:24

Thank you, Mr. Philpott, I will come on then to issues within the land rights checker, where both negotiations and objections remain open. As far as I can tell, the land rights tracker identifies a further 86 affected persons with whom both negotiations and objections remain open, and the type of rights sought in these cases ranges from temporary possession to permanent rights and freehold acquisition. Now, the examining authority doesn't propose to hear account the status of negotiations with each of these outstanding affected persons, in this case, just simply due to the number. But I would it would be appreciated if, if the status for each of these could be set out in writing at deadline six, and I'd like to record an action point for for that to be to be undertaken. However, could, for the benefit of the hearing again, could the applicant set out his current understanding of the number of affected persons remaining with both open negotiation and objection, essentially, whether this number has gone down since deadline four, when the last land rights tracker was issued. Thank

Speaker 6 19:46

you, sir. Harry wood, Philpott, on behalf of the applicant, I'm going to ask Mrs. Wright to provide an overview of these matters, including in relation to the number of parties at. As opposed to parcels of land where the position you've outlined remains the case.

Speaker 8 20:08

Pippa Wright, on behalf of the applicant, in total, there are only 14 agreements outstanding with 11 affected parties. Would you like me to run through those parties,

20:21

as there are 14, yes, please.

Speaker 8 20:25

So in respect of the cable easement, we've got Jane Brooks, so the affected parties representative has communicated that they're not prepared to enter into a voluntary agreement at this stage until there is more certainty with the project. The last communication was on the 18th of February 2025 where the affected party was advised to instruct an agent, but the applicant is yet to receive confirmation of this. The applicant is confident that a voluntary agreement can be obtained. However, this is likely to be post consent. TH Clements. The applicant has continued to engage with TH Clements, the last meeting being the 25th of February, and is continuing to engage with the expectation that a voluntary agreement can be achieved before the close of examination. Julianne Mason, the applicant, has made best endeavors to reach a voluntary agreement with Julianne Mason. This included addressing the affected parties concerns by committing within the DCO to drill under the land. However, we are at an impasse with regards to compensation. Should the applicant utilize CPO powers contained within the DCO. Julianne Mason will have access to the upper lands tribunal to decide the appropriate amount of compensation payable. The Environment Agency, the affected parties are engaging with the applicant with regard to the agreement and payments for the bridge crossing, the Wayne fleet relief channel, the applicant issued a revised offer on the 11th of March, 25 and the applicant awaits a response. However, the applicant is confident that an agreement can be reached for the close of examination the Crown Estate, their rural team, the applicant has agreed a financial, financial consideration with the Crown Estate for the onshore ECC, following which the applicant is awaiting updated heads of terms from the Crown Estate to review and if acceptable, sign off. The applicant is of the expectation that these will be agreed before deadline six, the Crown Estate coastal team has agreed a financial consideration with the Crown Estate for crossing the river Haven. Heads of terms have been received from the Crown Estate, and final comments from the applicant are being submitted back for the Crown Estate to review and approve. This week, the applicant again, is of the expectation that the heads of terms will be in agreed form before deadline six. In relation to mines and minerals, we've got the church commissioners, heads of terms are in an agreed form, and the affected parties, professional representative is meeting with their client this week to review the charities act report. The applicant is confident this matter will be concluded and terms will therefore be agreed before deadline. Six, with regards to the connection zone, we have two outstanding agreements, the first one being with George Hay and sons. The affected party has signed heads of terms where the cable corridor is defined. However, the connection zone heads to terms are not agreed, as the landowner feels the applicant has offered non commercial terms. The landowner is not willing to engage at this point in time, until a more specific cable route is defined. Secondly, we have St John's College. The applicant was notified on the 10th of September 2024 that St John's College were withdrawing from negotiations and do not, do not wish to proceed with an option agreement, despite them signing heads of terms, and this is due to factors unrelated to the applicant. The applicant will remain engaged with St John's College for any updates on their position. With regards to the freehold planting agreements, we have the Crown Estate. Regular meetings have been held with the affected parties, professional representative, and the applicant is awaiting confirmation from the Crown Estate on the type of agreement they are willing to progress with. The applicant is however, confident these terms will be agreed by deadline six. Then we have Jared Wright, William Creasy and Davina Fillingham, the applicant's professional representative held a meeting on the 13th of February 2025 to discuss drainage and the landscaping. Along with the landscape designer and the drainage consultant, the affected party took away drainage plans for review, and the applicant awaits feedback. The tenant, Walter Smith Cosperton Limited submitted a representation at deadline four, and the applicant responded. At deadline five, the applicant and the

affected party remain engaged and will continue to engage with the affected party and their professional representative in the hope that a voluntary agreement can be reached. However, this is unlikely to be before the close of examination. With regard to substation, substation access and planting. We are negotiating with Anne Bryan and Simon Naylor. There are ongoing discussions between the affected parties, the legal representative and the applicant. And a positive meeting was held on the 21st of February, 2025 the applicant issued revised heads of terms on the 13th of March, and the parties have agreed the following joint statement. The applicant and the Naylor family have continued negotiations with a recent meeting held on the 21st of February. Following this meeting, amendments have been made to the terms and have been reissued on the 13th of March. The terms are largely agreed by both parties, with the mechanism for construction, constructing a joint Bell mouth being the only outstanding point. Both the applicant and the Naylor family are confident that voluntary terms will be agreed prior to Deadline six. Finally, for the substation, John Grant Donington, the applicant has continued to hold regular meetings with the affected parties, professional representative and the outstanding matters of compensation for severed land and agent fees are now agreed. The professional representative is away on annual leave at present, but the applicant has scheduled a meeting upon his return next week to close out the final agreement. The applicant is confident signed heads of terms will be received before the close of examination. The nomination.

Speaker 1 26:25

Thank you, Mrs. Wright. Is Mrs. Wright, yes, just for the benefit of my notes, while I was furiously scribbling, how many of those Could you summarize just how many of those that you, that you mentioned there? Do you think just the number? There is no prospect of agreement before close at this stage. If you, if you need some time to count them up, don't, don't worry. You don't need to do it right now, unless you have the number to hand for

Speaker 8 26:59

right on behalf of the applicant, we believe there are four affected parties. Thank you.

Speaker 1 27:12

Okay, you've, you've helpfully preempted some of the issues that I'd like to come on to then, specifically, you've mentioned George Hain son and St John's College, Cambridge and and have noted that the likelihood of agreement. So just to be absolutely clear, those, those are two of those four where you believe that there's no realistic prospect of agreement before close is it also still the case that St John's College Cambridge are still seeking the removal of their land from the order limits until precise or asking that the their land be removed from the order limits until the precise route of the 400 kilowatt cable has been determined, and

Speaker 6 28:05

Harry would Thompson on behalf of the applicant. So we can't really speak on behalf of St John's College. We don't, they haven't confirmed their current position with us, so we're not, we're unable to advance the position on what they have said so far in writing,

Speaker 1 28:25

and what they've said so far is that they are seeking that that land is removed. We

Speaker 6 28:29

can't update from that. And so in the absence of any indication to the contrary, one assumes that's their position. Yeah, we can't speak on their behalf. No,

28:37

of course. Thank you. I

Speaker 1 28:45

so in cases such as this, so not, not limited to those two specifically, but But more generally, where, where the terms have have not been or there, there is no realistic prospect of them being agreed prior to the close. Can the applicant again for the benefit of the hearing? Just set out the options that remain open to it in in that eventuality, please do

Speaker 6 29:24

um Harry wood Philpot on behalf of the applicant, so in broad terms for the purposes of decision making, in the absence of agreement, the request for compulsory powers then becomes a matter for the decision maker to adjudicate upon. If compulsory powers are granted, that doesn't necessarily mean that they will be ultimately relied upon, because the opportunity to negotiate will continue up until the power. Are actually exercised, and as is often the case, once powers have been granted that can provide fresh impetus to negotiations and negotiations to take a number of forms. And indeed, as you'll have heard in various times and read in various places, during the examination, there will then be a process of detailed design, which will lead to refinement of the areas to be acquired. And again, that too can provide a fresh impetus to negotiation. The precise form of the negotiation, how differences would be resolved, would be a matter party to party thereafter, but for the person of decision making. If the objection remains, it then falls to the Secretary of State to decide whether the powers are justified notwithstanding that objection.

Speaker 1 30:51

Thank you. Leading on from that, then, if the Secretary of State would be required to decide whether compulsory acquisition might be authorized in these cases, the applicant will be aware that the examining authority has raised concerns about the extent of land proposed to Be for which compulsory permanent rights are sought under compulsory acquisition powers for work number 17, the connection area, specifically,

Speaker 1 31:36

the zoning authorities has heard the case put forward By the applicants that it would only ultimately acquire land that it needs, and is financially incentivised to take no more land than is required. And this sets the applicants motivation out clearly. But how? How are the existing landowners and persons with with other category interests in the land affected in the interim between, between the point of let's take the hypothetical case that the secretary of state decides that the application are submitted and the order limits are submitted, and the compulsory acquisition power sort are acceptable. Between that point and the cable corridor route and substation position being more firmly located, that could be a

considerable period of time. And how are those landowners and other persons with other category interests affected in that interim period?

Speaker 6 32:52

Harry with Thorpe, on behalf of the applicant, well, sir, and until the point where the land to be acquired is narrowed down, clearly the landowners of the land concerned are affected to the extent that is shown on the plans and is authorized the what lies behind this, however, and it's important to bear this in mind in terms of the overall case for justification, is that the requirement for flexibility at this particular point, and there are other areas where flexibility is required is in order to ensure the efficient and effective delivery of critical national priority infrastructure, in other Words, infrastructure which is at the very highest level of public importance, and that is the matter that then falls to be weighed in the balance against the temporary interference with the interests in land of the relevant landowners. And whilst clearly, the greater the extent of land affected, the greater the impact on the landowner, where the underlying public interest objective is so clearly of the highest order of importance, provided the need for flexibility is reasonably justified, we would say that that amounts to a compelling case, and certainly, if one looks at it from the opposite perspective, to say that it would be appropriate to potentially frustrate the delivery of critical national priority infrastructure because of the temporary period where a greater area of land than will ultimately be required is under the shadow of compulsory acquisition, would be a very surprising result, and one that would be difficult to reconcile with the delivery of the government's plans and objectives for achieving net zero and for achieving its targets for the delivery of onshore wind and. Whilst the impact is recognized when it comes to applying the test that the statute sets for compulsory acquisition, we would say that it very clearly the case, very clearly satisfies that test, notwithstanding the acknowledged impact on the landowners affected so

Speaker 6 35:26

uh so just to add to that, I'm reminded that so far as the national grid substation is concerned, the current expectation is that National Grid statutory consultation is programmed to be undertaken later this year. Now, of course, that it is the uncertainty as to that project which underlies the need for the area of land that is identified, but until that project is further developed, clearly the flexibility is going to continue to be needed, but as and when the National Grid project evolves, that will provide some early indication to the landowners as to the land that is more likely to be required and that land which is unlikely to be required as national grids plans take shape that will provide them with some indication. But clearly we are seeking to connect into infrastructure precise location and shape of which, an orientation and so on is as yet not fixed.

Speaker 1 36:39

Is the alternative view. And clearly I can't, I can't speak for the those parties who aren't here, but it seems, from from what I've, what I've seen, that in essence, by asking that the land is removed until such a point where the position of the cable corridor is known, I and those affected persons are essentially saying that this, this is, this is a design problem and and the ultimately, the application is premature, because, because that that is not known, and it is something ultimately will be known,

Speaker 6 37:19

And so that Harry would focus on behalf of the applicant, one can understand from a lay perspective, from the perspective of the landowner, why they might think that that if one takes a step back and looks at the overall nature of the government's plans for the delivery of both offshore wind and indeed other generating capacity and the plans that are required so far as national grid and the grid connections to ensure that all of that can be connected. It is necessary in order for both of those plans to be achieved, for them to proceed in parallel, the urgency is such that one can't simply wait until all of the grid connections are in place before then promoting the orders that would allow the generating capacity to be delivered. It is, as is widely understood, a challenging and ambitious target as it is to deliver both the generating capacity and the necessary grid infrastructure. If the generating capacity has to wait for the grid infrastructure to all be in place, then I would suggest that that challenge effectively becomes impossible to achieve, as you'll be familiar with, the the ambition and the scale of the ambition for the national grid infrastructure developments that are necessary across the country, and getting all of those in place by 2030 will be a challenge. And certainly, if you have to wait until all that is in place before you can promote the generating infrastructure, then we're not going to achieve our targets. And so it's necessary for the two things to proceed in parallel, and that requires flexibility. What lies behind this is the underlying public interest objectives that have stimulated those targets.

Speaker 1 39:22

Thank you, Mr. Phillip, that's that's clear. I think the the underlying concern that that still still rests with me is it sits with the extent of land and the way that it has been presented. And I'm aware your hand is up. I will come to you the way that it's been presented during this examination, a significant amount of that land ultimately appears to be set aside for one of what. Whichever iteration or option for the location of the National Grid substation in the options that were presented at the first or the diagrams that were presented at the first compulsory acquisition hearing a significant amount of that that land area was there appeared to be there as a result of the National Grid substation locations, or the options for that, it's still never been explained to such a point that I'm comfortable how that sits with this application. Ultimately, the extent of land is, is is significant, and it appears to be significantly, what it is significant, significantly larger than it ultimately will need to be. And I, I am not comfortable that, particularly the the presence of this substation within, within that area satisfies the tests, particularly, particularly of Section 122, can can you help to clarify that?

Speaker 6 41:12

Please? Yes, can I just make sure I understand the concern before I seek to seek to address it, so the the land that we are seeking to acquire is in order to implement the development for which development consent is sought, and we are not seeking land in order to allow us to implement The National Grid Infrastructure. That's understood. Yeah, so the uncertainty as to where our infrastructure will be is driven by the uncertainty as to where the national grid infrastructure will be, and therefore we have to take the area of land that is identified in order to allow sufficient flexibility to fit in with what emerges from the National Grid plans. So in terms of Section 122, the condition being the land is required for the development to which the development consent relates. Very clearly, all of the land that we are seeking is required for the development to which the development consent relates, bearing in mind the need at this stage for flexibility as to where that development will ultimately take place, and that in principle, is no different from almost any other DCO, where, even if you were to look at a simple Linear project, where the precise area of land that will be acquired will sit somewhere within a corridor. Not all of the

land over which compulsory acquisition will be authorized will ultimately be required for the development, but the test is passed for that larger area of land, recognizing the need for flexibility. So there's no difference in principle, in terms of what we're seeking here, the next part required to facilitate or is incidental to that development, that that applies in relation to things such as works, areas and so on. Not the issue, as I understand it, being raised or replacement land, again, not the issue here. And then sub section three, the compelling case. Well, that comes back to the point that I was articulating earlier, that ultimately, if the Secretary of State is satisfied that the need for flexibility and the extent of flexibility has been justified, bearing in mind the stage at which both projects have reached, which will need ultimately, to share that land, then we say there is a compelling case for the reasons that I've sought to summarize.

Speaker 1 43:55

Thank you. I think were we talking about a corridor I would be more comfortable with with that, but, but we aren't. We're talking about 161 hectares of of something far, far greater than the corridor, ultimately, and and in fact, if you, if you remove the substation element from the the diagrams that the applicant kindly presented to the last compulsory acquisition hearing, you are essentially left with with perhaps three areas of cable corridor, not too dissimilar to what was originally submitted offshore and then and then amended as part of a change request. Had that been what came forward as part of the application onshore in this location, I think, I think we wouldn't be having this discussion. But it seems to me that it's essentially what's being said is that the entirety of that space currently is needed. Did for us, for the applicant to be to be able to because it needs the flexibility to put those cables literally anywhere within that 161 hectares of land. And I've never been convinced that that is the case, and I think that is an overreach of flexibility.

Speaker 6 45:17

So I'm going to ask Mr. Wright just to speak a little bit further about this, I've addressed the principle as to whether the extent of flexibility is justified. I'll ask Mr. Wright to assist, but it is very helpful, if I may say so, to have those points articulated today so that we've got an opportunity to further address them in writing a deadline six, but I'll see if there's any immediate response now, of course. Thank you.

Speaker 7 45:47

David, right on behalf of the applicant, the connection area has been selected by the project to match, roughly match the national grid graduated sway that they have currently in their non statutory consultation discussions with National Grid have indicated that the connection area, as we have shown, overlaps efficiently with the graduated sway for the substation at Western Marsh as part of the grimmisbury to Walpole scheme for National Grid. As pointed out earlier, National Grid are not going to into statutory consultation and aren't looking to refine that area until later, later this year, even at that stage, later this year, that is not still setting. So that is just a consultation that is subject to further refinements. I think later this year we will have an indication of where we're likely to go, and as part of our agreements that we did send to landowners, we did have a mechanism whereby we would relinquish rights over land that wasn't there at that stage deemed reasonably necessary to try and reduce the amount of area down as we went to give the landowners comfort. And that's something that it should be pointed out, that seven of the nine landowners within the 161 hectares have signed up to and are happy with so I think that that proves that the the approach we've have have is reasonable, and

it's just two parties that aren't aren't content. We do understand why, even that there is an unknown that we're trying to connect into. I think going back to Mrs. Wright's point earlier, one of the parties doesn't necessarily have an objection, as far as we understand. And there is other matters, other that they are doing on their lands at swinton's College, whereby they aren't interested in the project any longer. Is just George hay that is interested purely because he has a potential national grid substation coming on his land, and he wants to know how the jigsaw fits together before he makes any decisions. And as pointed out by Mrs. Wright earlier, we are again, then confident that once a route is known, he will be content with with signing up with us, even he has done so for where the cable route is known at present.

Speaker 1 48:05

Thank you. That is clear. I note that what was was that there are two land landowners or affected persons, that that are remaining descent, as it were, they are also owners of some of the biggest areas of land within that within that section. So whilst there are only two, they are, they remain clearly significant. But let's move on, because I think, as you've indicated, you'll respond further in writing, but to conclude, and so if, if the Secretary of State ultimately can be persuaded that the applicant's approach is reasonable, how, how ultimately, is National Grid going to be affected at such time as as it comes to Make its application for a new substation at that point is, Have I understood correctly that what you're saying is that at that point that the order limits will have been or the amount of land to be acquired will have been refined, and therefore they will be able To put substation on on an area which permanent rights have not been acquired by the by the applicant. You

Speaker 6 50:02

Harry wood pulpit on behalf of the applicant, my understanding, and perhaps this is something that we can set out in more precise detail in writing in due course, is that the protective provisions for National Grid incorporate provision to address this matter, effectively requiring their consent where we are taking taking such land and so that that will be included within our development consent order, of course, in terms of the sequence of events, national grid will bring forward its own development consent order and to the extent that any provision is needed in that in order to ensure the delivery of National Grid project that has the opportunity, if it's justified, to make changes to Not only the land ownership position, they can acquire land that is owned by the applicant in this case, but they can also make amendments to this development consent order if necessary. So the combination of the protection for national grid which will be incorporated into this development consent order, and the fact that they will come second in the sequence, will enable national grids position to be adequately addressed, both in terms of its status as a future landowner and as statutory Undertaker through the combination of those two measures.

Speaker 1 51:34

Thank you. Thank you very much. Okay, I think we'll move on shortly, but before we do, gentleman at the back has patiently been waiting.

Speaker 9 51:52

Thank you. Daniel job, on behalf of George, hey sons, I just thought it might be useful to give a little bit of a background on their particular situation. They are farmers in western Marsh, they, uh, grow high

value vegetable crops and root crops, potatoes and the like. And they are a farm with a couple of high voltage overhead power lines crossing them. But that is about the extent of the infrastructure at the current time they, as Mr. Rice, quite rightly says, have entered into an agreement for the known ECC route, but are not comfortable at the moment entering into an agreement for the blanket heads of terms, which extend to an area of approximately 200 acres or so. I think it's important to consider their particular situation, because while we're here to talk about it, out of dowsing, out of dowsing is only one of perhaps six or as many as eight schemes crossing that particular holding. It will have a huge impact on them as a family and as a farming business. Understandably, they need to know how this jigsaw is actually going to fit together, and at the current time, they don't feel they can do that. So until they have some firm agreements or understanding from outer dowsing about where this second half of the cable is going to go through the blanket heads of terms, I don't think they'll go any further forward.

Speaker 1 53:16

Thank you. Will you? Will you submit that as a written representation or an oral some written representation of the oral case that you've just

Speaker 9 53:26

put Yes? Duncan, yes, I'll take clients instructions and to act accordingly.

Speaker 1 53:32

Thank you very much. Does the applicant wish to respond in any way? I

Speaker 1 53:49

thank you, Mr. Philpott, is there anybody else that would like to raise anything on this agenda item before we move on, and I'm seeing no further hands. So we will, in that case, move on. And the next agenda item is simply a call to affected persons to to briefly set out any outstanding concerns that that they have, which which have not already been discussed today or indeed in writing during an examination. And if there's anybody that wishes to speak now, now is an opportunity,

Speaker 2 54:36

Mark Westman and Smith or TH Clements, just really by way of update to the examination as to where we are. As you are aware, we have been in negotiations with outer dowsing. They have been constructive. And I think it's fair to say. Both sides are looking to come to an agreement and want to arrive at that case at that point, as you're aware, TH Clements position has always been that in the absence of an agreement, without a dowsing, there will be likely material private loss without compensation that you would need to take into account in the context of the overall balance, but more specifically and in the context of this hearing in terms of impacts on human rights and the compelling case. Now we set out that position in the December hearings and in the summary of our oral representations, which is rep 3061, and I think it's fair to say that whilst progress is being made, and it is being made in the absence of arriving at agreement, the main points made in the December hearings, as summarized in rep, 313261, remain, but as to where we are today, we had a formal offer from outer dowsing on the 17th of February. We've met to discuss that offer on a number of occasions since then, and we have, as I said, made some material progress. The key area around which further progress needs to be made relates to the extent to which outer dowsing will pay the rent on gosburg

and farm which, as you are aware, TH Clements has taken on for mitigation purposes. And the fundamental question there turns really springs from dust impacts, which we might come to later in the day. And although there is a difference between the parties in terms of the assessment of dust impacts, which is for later on, where out of dowsing said there won't be impacts beyond the cable corridor, and we say there is a risk that there will be in the context of negotiations, that bright line is not being forced upon us, if I may put it like that. Rather, we're in a position now whereby out of dowsing are saying, well, yes, we will acknowledge a buffer either side of the corridor, and if, in reality, there turns out to be any damage to crops because of dust deposition, we will pay for that. But the sticking point is this the way the business works. We have described to you in the past. It's a specialist agricultural business that delivers not only vegetables but products, and it does so under contracts which have high service level parameters as part of the contract. And if we fail against those service level parameters, there is, in effect, an existential threat to the business, because if those contracts disappear, then the business goes with them. And when we plan for crops, we plan 18 months out, and we plan to meet the contracted levels that we are required to meet for our suppliers. So if there is a impact on the crops outside of the 20 meter buffer zone that's that's been agreed. And that isn't so much the issue. The issue is the impact that will have on our contracts or fulfilling our contracts, and that goes to the business itself. So on the one hand, what we're being what we're discussing at the moment, is payment for damage in a little area, but that's of a lesser concern to us than the consequential damage on in terms of supply levels and the contracts themselves. So all of that just goes to the proportion of the rent that out of dowsing are willing to pay in relation to gospels and farm and I think it's fair to say there's other issues as well, but I think it's fair to say that is the principal issue on which we need to make a bit more progress. That's obviously the. Or commercial negotiations, but I think it's important that you understand the main differences and how they relate to the dust assessment point that comes later in the day. Can I just so I don't know whether you've got a question at that point.

Speaker 1 1:00:22

No, not so much a question. I'll I'll ask, I'll ask you now, appreciating that you're going to carry on, I think that was quite a wide ranging summary, and I think it's fair to say it veered beyond the scope of this morning's hearing. So can I ask you, at the end of your representation to come back to summarize the points as they relate to the compulsory acquisition, acquisition topics that we're discussing today, and and also try to stick to those topics for now, please.

Speaker 2 1:00:58

Well, so I hope that really fell into the category of a summary of the negotiations. Obviously, the detail of that is between the parties as opposed you, but it's important that you understand how that fits in to both the compulsory acquisition points and the the land use points later in in the day. But in terms of the compulsory acquisition points we I think I've made clear, remain concerned about all of the points that we made in the December hearing, save or one which is may or may not recall, we raised the issue of alternatives at that hearing, and as the examination has gone on, that point narrowed, and the only outstanding issue was whether or not the 80 meter width of the corridor was justified Where there's the trenches the employment of the trenchless technique. At deadline five, we have received further explanation in that regard. As you know, it was just that explanation and justification we were seeking. We haven't put in any evidence on this, and we are now satisfied with that point. So as to alternatives,

we no longer are pursuing that point, but the remaining points in relation to human rights impacts compelling case will remain, unless and until we get the agreement.

1:02:42

Thank you. Is that the end of

Speaker 2 1:02:44

Yes? I think that's all I need to say at this stage. Thank

Speaker 1 1:02:49

you. That's that's helpful. Would the applicant like to respond

Speaker 6 1:02:52

yes? Harry wood, Philpott, on behalf of the applicant, so I'm going to try and keep this concise, if I may. 1 of all, I'm grateful for the clarification of an update of the position in terms of the alternatives case, I think that's that's useful, and will reduce the number of things that you're called upon then to adjudicate on. And so far as the commercial negotiations are concerned, very conscious of the fact that compensation is not a matter for you. Through Parliament and case law, the compensation code has been developed in addition to what is in the compensation code, as Mr. Westfield and Smith's submissions indicate, the applicant has voluntarily offered to go above and beyond that in the case of TH Clements, the precise extent to which it does so, and therefore the precise extent to which it agrees to offset the cost of the additional land that TH Clements has taken not ultimately matters we say that you need to be particularly concerned about. We can talk about the land use matters this afternoon, but in terms of the compulsory acquisition case and whether this gives rise to some sort of existential threat to the business, important to understand that what we're talking about is land that TH Clements has gone out and taken in advance in order to mitigate the effects on their business. So my understanding is that they, broadly speaking, farm about 10,000 acres. Additional land that it has taken is about another 1000 acres. So whichever view one takes about the impact of dust and wherever, as it were, the truth of that lies the additional land that is taken must reflect THCs view as to what will allow them to continue to fulfill their contractual obligations and the extent to which the. They are or are not provided with funding to offset the rent, is a matter that would be dealt with through the commercial negotiations, but we say that the voluntary offer that has been made takes us out of the issue of threat to existence, and then comes into the matter of commercial trade offs and negotiation. I'm just going to briefly pass over to Mr. Wright, if he's got anything further to add on that.

Speaker 7 1:05:30

David Wright, on behalf of the applicants, As previously outlined, we've offered what we refer to as an occupiers consent to TH Clements, given they are only an occupier of the land do not have a formal interest in the land, which will provide them with the same rights to claim compensation as if they were a landowner or a tenant itself. The offers that we've made voluntarily are an offer for our assessment of the likely loss, but we have, as pointed out by Mr. Swanson Smith, offered any top up so if there is any losses over and above our initial assessment that will be paid that is in line with the compensation code whereby the acquiring authority pays 90% of the acquiring authority's assessment for compensation with any further top ups being paid upon receipt of a validated claim. So what we're looking to do here

is follow a very similar process to that that's already prescribed under statute, going back to the existential crisis point. Thompson have already secured 1050 acres. They've already mitigated their losses, we say, over and above what they need already. So if there is additional losses due to dust, THC limits would already have a surplus of land at cospons waiting in the wings for for that crops to be grown. That's everything. Oh, no, sorry, just one last point we've also outlined as part of it, we had what we called a mitigation hierarchy. So to date, the applicant and TH Clements have been talking about the items higher up on the hierarchy. So replacement land, replace land, acquiring replacement land to grow replacement crops, the project or the applicant have also committed, but if that is not possible, to kind of go to the next stage down, whereby, if they cannot mitigate their losses via the acquisition of additional land, they could import crops and go to the next level of hierarchy mitigation. So, yes, I think, I mean there is no the applicant's view is that there is no existential crisis for th elements given current position.

Speaker 1 1:07:41

Thank you. Can I can I just clarify? I thought I understood Mr. Philpott to say that the applicant assumes that that TH Clements have taken the the mitigation land to the extent to which it must be assumed that they've taken the land, as much land as as they believe is necessary. But you here to be saying something that, other than that, in as much as they've you think they've taken over and above what they need? Yeah.

Speaker 7 1:08:10

David, right, on behalf of the applicant. TH Clements, his latest assessment is that the impact is around 450 acres of land to be impacted. Using their dust dust assessment methodology, ours is around 200 ish is what we're looking at for. TH Clements, whereby they've actually acquired 1050 acres of land. Because they've acquired that land at an early stage, they overreg what they needed, and have actually acquired 1050 acres. They have a surplus. They're already of land

Speaker 6 1:08:43

to Harry wood, just to be clear, what my point was that TH Clements, in advance, have acquired such land as they consider appropriate, as Mr. Wright has explained, there then comes at a later stage, their own estimate of the area of land likely to be affected by dust, and then our area, but both of those fall comfortably within the area that they have, in fact, acquired. I don't comment on the judgment they made at the time. They presumably made a commercial judgment based on what they thought might be the impact and what land was available. And the simple factors, the numbers are well within that.

Speaker 1 1:09:23

Thank you, Mr. Westmoreland Smith, I don't want to veer too far into topics for discussion, starting this afternoon. But is there anything that you'd like to respond in terms of what you what you've just heard. I'll

Speaker 2 1:09:45

try and do it in three very short points then So Mark Westman Smith for DH Clements, point number one, it has always been accepted that compensation. And is a matter for other people up a tribunal, but that is about quantities of compensation. What is relevant is the availability of compensation for you

when you balance up the proportionality of compulsory purchase powers. I mean compensation for taking land is clearly a very important part of that balance. So that isn't a point between us. And reference back to our tribunal, isn't engaging with the point that we are making. We're saying if we don't come to an agreement, there is an absence of compensation that you need to take into account, nothing more. Secondly, yes, we have taken steps to mitigate, by taking out a farm business tendency on gossers and farm that is an appropriate thing to do, one is obliged to mitigate in the context of compensation. If we cannot come to agreement, though we get to the position where there are additional business costs for that mitigation that are being borne by TH Clements and not by the developer, as the cause of those further costs. And again, that is something for you to take into account as a business impact. The last point in relation to the quantum of land taken, there are a number of sub points on that first, it is quite difficult to come across opportunities in the market for substantial land acquisitions of that form, and so the opportunity needed to be taken, as opposed to looking for the precise amount of Land. Second of all, it's it is 1050 acres. But of which, about 660 is appropriate for growing vegetables. And all I would say, in terms of quantum of land, that's really for detailed negotiations between ourselves. For your purposes, we took an opportunity that existed to mitigate. Yes, it's slightly more than we calculate we need for the purposes of mitigating, but the opportunity needed to be taken, and we are taking account of that in the bilateral discussions. Those are the three points I just wanted to raise. Thank

Speaker 1 1:12:38

you. Thank you very much. Mr. Philpott, anything further to add?

Speaker 6 1:12:42

Thank you, sir. Howard Philpot on behalf of the Acton. So the only thing that I need to add is that, as you've heard, there is an offer that has been put to TH Clements, which would ensure that they are not left without compensation. And I don't understand the position to be that if that offer were to be accepted, dH Clements is putting forward evidence that it would still face an existential threat to its business. That's not to say that they're not free to carry on negotiating, but it's important to put their submissions into the context of where we now sit, so that if that offer is rejected, the applicant has sought to address the particular concern that ultimately has been put at the forefront of the th elements objection. But beyond that, it comes a matter of negotiation.

Speaker 1 1:13:39

Thank you, Mr. Philpott that that has been my understanding as well. I will just seek to clarify with Mr. Westmore Smith that that is the understanding that I have, and which I understand from Mr. Philpott is that the existential threat only exists in the absence of an agreement.

Speaker 2 1:14:02

The that is right, but it is also right that we have secured the mitigation as well. So I think barely put it is a question of business impacts in terms of costs, having secured that land for mitigation. Now,

Speaker 1 1:14:23

thank you. Mr. Philpott, anything further? No, so that that's helpful. Thank you. I will move on then to Well, I will just double check that there are no other affected persons that wish to raise anything at this

point. Um, and I see no hands, so I will then move on to the next item on our agenda. Agenda Item 3.2, point two, relating to Crown land. The examining authority recalls that. At at foster acquisition hearing. One, the action one of the action points arising out, out of that hearing was, or a statement to be, to be produced at deadline. Five, setting out the position between the applicant and the Crown Estate, and this point examining authority notes that agreement has not yet been reached with the Crown Estate, but also notes the statement included within the applicant's covering letter accompanying its deadline five submission, can I just ask for the benefit of the hearing the applicant to expand on the note written or the section written in his covering letter, and to provide an update on progress, and ideally to give its best estimate for the receipt of Crown consent. Please,

Speaker 6 1:15:54

thank you, sir. Harry wood Thompson, on behalf of the applicant, so as you indicate a deadline, five, we provided the agreed statement with the Crown estates solicitors to which you refer, just to put more flesh on the bones, as it were, a draft version of The Crown consent letter as well as a side agreement to be entered into between the parties has been produced by the Crown and reviewed by the applicant, and our understanding is that the crown is at an advanced stage of reviewing the limited number of proposed changes to The draft of those documents that the applicant has put forward, the relevant technical teams are at the final stages of aligning their understanding of the crown ownership in the relevant plots. Now, on that basis, our expectation is that crown consent would be provided at deadline, six, failing which it would be provided before the close of the examination. Clearly, it takes two to tango, but that's our expectation. Based on where we are, we have been given no reason to have concern that the crown consent can't be procured within that time frame. So that that's I hope that helps in terms of giving a little bit more of a sense of where we've reached, and so far as we're able to our expectation of when that will produce the consent.

Speaker 1 1:17:48

Thank you, Mr. Philpot, that does help. You. Mentioned you anticipate crown consent at deadline six, failing that before the end of the examination. How that's there's not a big space between, between those two. How would, how would the applicant inform the examining authority? If, if, if negotiations go beyond deadline six, do you intend to submit something at the close of examination to notify us? Harry with Philpot

Speaker 6 1:18:21

on behalf of the applicant, clearly so it would be far better for all concerned if we're able to provide at deadline six. Agreed, if at deadline six, it becomes apparent that it is not going to be at deadline six, but that it will be before the closing of the examination. What I would suggest is that we make that very clear at deadline six, and at that stage suggest when and how it is proposed to be provided in writing, because clearly, it will then come outside of the deadlines. But at deadline six, there will be an opportunity for us to explain where we are and what we propose by way of notification at that stage, but essentially, it would come in the form of a late representation, or representation forming outside the deadlines that it would then be for you to exercise your discretion as to whether to accept it. But we hope, in the circumstances that that discretion will be exercised in favor of accepting it, given the absence of any prejudice to other parties. But that's that's a second best option.

Speaker 1 1:19:30

Thank you. I think I can, I can potentially shortcut some some of that in saying that whilst I the I and the examining authority agree that it absolutely would be preferable for that information to come at deadline six, and that that should be what what the applicant and the Crown Estate aim to achieve, but failing that, given the importance of Crown consents within the context of. The the application as a whole, and and the the direction that the lack of Crown consent, it's the examining authority, when it comes to recommendation, we would certainly accept a late submission which which confirms crown consent, there would be no issue around that, provided that that is, that is all it's doing.

1:20:27

So thank you. That's extremely helpful.

Speaker 1 1:20:33

Thank you. Does anybody have anything they wish to raise on on the matter of Crown consents generally, that case, we will, we will move on then to what then is our additional agenda item? So as I mentioned at the start, this is a slight amendment to the agenda by, in essence, adding a request to discuss items which originally scheduled to be tabled during issue specific hearing eight, which commences at 2pm this afternoon. And essentially, I'd like to take this time, given that we're doing quite well for time to go through the status of protected provisions which relate to ca matters. Now the examining authority is aware that there are parties seeking protective provisions which don't relate to compulsory acquisition, and the intention remains that those will still be discussed as part of issue specific hearing eight. So on that basis, essentially, I'd like to run through the the land rights tracker, again, the Category Two, statutory, statutory Undertaker, affected persons section and and seek an update in in turn for each of those. And if given that I have it in front of me. I think if I, if I just go through the land rights tracker as it sits, and I'll ask you to provide an update that's reasonable, Harry

Speaker 6 1:22:10

with thorpeport on behalf of the applicant. So yes, that that approach is eminent, reasonable. Just just before you do that, can I introduce the person who will be responding and providing with an update to my right. Miss Emma Moyer from Shepherd and weatherbyn, who is a solicitor at that firm, will be going through each of those parties with you, sir.

Speaker 1 1:22:33

Thank you, Mr. Philpott and Miss Moyer. So do you, do you have the land rights tracker before you or, or do you need it?

Speaker 10 1:22:46

Emma Moyer, on behalf of Yes, sir, I've got to open

Speaker 1 1:22:49

great. So at least, at least on my spreadsheet, we have national grid electricity transmission PLC at the top of that list. And the land rights tracker notes that protected provisions are in negotiation for those is, is that still the case or is there an update? I think I already know the answer to this, but

Speaker 10 1:23:16

Emma wire on behalf of the applicant, it is still the case that protected provisions with national gas electricity transmission are being negotiated, but there has been some progress made since our deadline five cover letter update issued last week. It was reported in there that there was one principal point under discussion between the parties, and that being the area of a restriction on the acquisition of land, paragraph which is paragraph six of the Protect provisions. And National Grid recently proposed an area that it would be acceptable to the Grimsby to Walpole team to restrict those powers in respect of the future project coming forward. And the applicant has communicated to and get that it has accepted that area. The only remaining point is in relation to national grids, EGL three and EGL four projects over which we're still waiting confirmation from them on the area to be shown on the plan. But we, from our perspective, believe we have proposed an area to them which covers the whole of the possible overlap between EGL three and four projects and the air to do housing projects. We're hoping that it's just a matter of receiving that confirmation in order to finalize that point, at which point we should be in a position to just do a final heading up of the Protect provisions and submit an agreed form. And hopefully we're we'll be in a position to do that for the deadline six version of the DCO,

Speaker 1 1:24:42

thank you. And moving on, then to national gas transmission. TLC, again, protective provisions in negotiation again. Do you have an update on that position?

Speaker 10 1:24:55

Position with national gas transmission is that the protected provisions have now been agreed in principle, they are just subject to final internal sign off at the applicants board, which we are anticipating receiving shortly, and would hope to be able to update that deadline six that those protected provisions are agreed.

Speaker 1 1:25:17

Thank you. And then Cairn Gas limited.

Speaker 10 1:25:22

Emma Moyer, on behalf of the applicant, the Cairn gas protect provisions are in the same category as the national gas transition protect provisions. They are agreed in principle and subject to internal sign off.

Speaker 1 1:25:35

Thank you. Then coming on to Centrica PLC, the land rights tracker notes no response from Centrica, and that they will be able to rely on standard protective provisions for electricity, gas, water and sewage undertakers within the draft DCO. Does that remain the case?

Speaker 10 1:25:53

Emma Meyer, on behalf of the applicant, yes, that remains the case. Thank

Speaker 1 1:25:57

you. Then, Triton, all offshore wind farm limited again, essentially relying on standard protective provisions in within the same category. Is that still the case?

Speaker 10 1:26:10

Emma Moyer, on behalf of the applicant, that is the applicant's position, that tried to know can rely on those protected provisions the applicant is discussing the matter with? Try to know. I That

Speaker 1 1:26:22

sounds less conclusive than I mean. There are no bespoke protective provisions proposed at this stage, though, are there Emma

Speaker 10 1:26:32

wire on behalf of the applicant? No, sir, that is correct. The applicant received correspondence yesterday from Triton all wishing to discuss the matter, so we're hoping to discuss that with them and provide an update in due

Speaker 1 1:26:48

course, still not very reassuring. Can you expand on the nature of the contact that you've received? It is there cause for concern?

Speaker 10 1:26:59

Emma wire, on behalf of the applicant, no, sir, the applicant does not believe there's any cause for concern. There appears to be an overlap, potentially, between an access on the outer dosing project and the cable easement of the Triton Knoll project. We're just trying to get to the bottom of whether there's actually any potential for an interaction there, which could cause concern and understand, try to know his position on that.

Speaker 1 1:27:30

But in summary, you anticipate that there aren't likely to be any surprises at 29 six, where either we'll come on to this in the next hearing, but that a set of protected provisions are going to be submitted by Triton all at deadline six, which, which we somehow have to wrangle at that point.

Speaker 10 1:27:56

Emma Meyer, on behalf of the applicant, I'm unable to speak on behalf of try to know, but from the applicant's perspective, we are of the opinion that this can be resolved and that the standard protector provisions would be suitable for Triton all's purposes.

Speaker 1 1:28:14

Okay? Thank you. Yeah. I mean, I think asking you any more is getting into the realms of really asking you to speak for Triton. All which, which isn't, isn't my intention coming on to Spaulding Energy Company Limited. Then again, the applicant has has recorded no response. And once again, notes that Spaulding energy will be able to rely on standard protector provisions for under the same category once more, does that remain the case?

Speaker 10 1:28:43

Emma Mar on behalf of the applicant, yes, that remains the case.

Speaker 1 1:28:48

Thank you. Then the Environment Agency, where the latest updates that we have from the land rights tracker is that protective provisions are at an advanced stage of negotiation. Is there an update on that? Emma Meyer, on

Speaker 10 1:29:06

behalf of the applicant, the protector provisions with the Environment Agency have been agreed they just remain subject to the conclusion of this side agreement, in which case, once that is concluded, the Environment Agency will be in a position to confirm final approval of the protected provisions or not anticipating any changes to be made to the protected provisions as currently set out in the DCO.

1:29:29

Okay. Thank you. Angling Water Services Limited. Well, that's an easy one. Extra provisions are agreed. South Holland internal drainage board protected provisions in negotiation. Is there an update there? Please,

Speaker 10 1:29:49

Emma, on behalf of the applicant, since the update that we provided at deadline five in our covering letter, the applicant has accepted the final amendment that was outstanding on the protected provisions reported. Was by the internal drainage boards and has communicated that to their legal representative, and therefore we consider those protected provisions are now agreed. The draft eco will be updated further at deadline six to reflect that agreement.

Speaker 1 1:30:12

Thank you. That's helpful. National grid electricity distribution, East Midlands PLC, again, no response, and therefore relying on standard protective provisions. Is that still the case?

1:30:29

Emma Moyer, on behalf of the applicant, yes, that is the case.

Speaker 1 1:30:35

Thank you. Open, reach similar no response, relying on standard provisions

Speaker 10 1:30:41

still the case? Yes, that's still the case. Thank you.

Speaker 1 1:30:45

Black sluice, internal drainage board, protector provisions in negotiation, again, an update, if you if you

Speaker 10 1:30:52

will, as mentioned in respect of the first internal drainage board, the idbs are all covered in the one set of protect provisions. So again, we're under the impression where we were, of the understanding that those are now agreed as the applicants accepted the final point that was outstanding.

Speaker 1 1:31:11

Thank you. So it's reasonable, then, for the remaining internal drainage boards to assume that that's, that's, that will be a response in each case,

Speaker 10 1:31:19

yes, sir. For clarity, the internal drainage boards are South Holland, Lindsay Marsh, black sluice, welland in Deepings and with and forth. Thank you.

Speaker 1 1:31:30

I'll skip over those. Case comes in network, rail infrastructure, limited protective provisions in negotiation and yeah, again, an update please.

Speaker 10 1:31:44

Emma Moyer, on behalf of the applicant, the Protect provisions with Network Rail are still in negotiation. The applicant received a draft from Network Rail yesterday, but it wasn't clear from the draft that was received whether the final point that we'd reported as outstanding was, in fact, agreed. So the applicant has just gone back to Network Rail to seek that clarification, with the hope that it is and that we can update the DCO at deadline six to confirm that those are

1:32:08

agreed. Thank you.

Speaker 1 1:32:15

Coming on then to InterGen UK Limited, no response, and again, standard protector provisions will will apply. Does that remain the case?

Speaker 10 1:32:24

Emma Moyer, on behalf of the applicant, yes, that remains the case.

Speaker 1 1:32:31

Thank you. That's, that's all of the statutory undertakers category, two parties that I have on my list. Is there any any that we've missed off.

1:32:53

MMO on behalf of the applicant, no, sir, nothing on our list.

Speaker 1 1:32:55

Thank you. I'll just conclude then by asking to record an action point that in the eventuality of protective provisions not being agreed at deadline six, or in advance of deadline six, that each party submit their preferred protective provisions in final format For the examining authority to consider at deadline six,

please very well, does anybody have anything that they would like to raise in relation to protected provisions? At this stage, I'm seeing no hands. So I think we will, we will move on then. And that essentially, excuse me, that essentially brings us to the end of the agenda items. So I think what I propose we do now is adjourned for 12 minutes where we pull together the action points, and we'll return and go through those with you also. We'll resume at 1145, I.