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FULL TRANSCRIPT (with timecode)

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The time is now a 11:15 in time for this compulsory acquisition hearing to resume. Um, just before the break, um, and get set out. It's it's positions and backgrounds regarding um, it's it's request for protective provisions. I did say before the break, I would allow the applicant the opportunity to respond to anything it heard during and get submissions. Mr. Robinson, is there anything you want to say at this stage, sir? Thank you.

00:00:39:07 - 00:00:53:22

Uh, Patrick Robinson for the applicant. Yes. Wouldn't be obliged just to deal with a couple of general points, not least because if we don't deal with them now and then you get into the detail of the drafting, it's a little bit hard to cast your mind back. Um, I.

00:00:55:28 - 00:01:28:17

Made the comment before we heard the Representations that the way we have prepared to deal with these issues is that those matters of project evolution need, to the extent we need to deal with need at all, um, in particular ones that we would be dealing with on Friday with, with the people we have available to come and deal with them on Friday, when we deal with the impacts of the schemes upon each other.

00:01:28:19 - 00:02:00:13

And I think all the more, having heard the representations in small way at all, the more important, I don't attempt to get into detail because it will, um, you'll be hearing it twice. You get a sort of almost an echo and which are the representations of your that you're hearing to. So they will have to wait for Friday. But, um, one of the reasons that I just asked to make sure I was clear on, on the some of the language being used is.

00:02:01:08 - 00:02:18:05

I would just highlight. There are certain um, principles that um, we heard referred to as more. I would ask you to hold clearly in your mind because we will be coming back to them. One of them is there has been no engagement.

00:02:20:17 - 00:03:12:26

You might understandably expect that, um, uh, a developer, any developer in that situation, uh, would you might be surprised to hear them to accept that. And indeed, that isn't something that we'd accept. So we would certainly want to be able to give you a detailed reply upon that. I asked for the clarification about, had I heard correctly, that it was neither feasible or practical? I think there's no magic in the particular words. Mr. Booth came back and said, the point is, can the schemes avoid each other or not? Um, I think it would be quite clear from where we're up to with the D2 and the D3 representations, that the issue has become very much one of minimization of impacts.

00:03:12:28 - 00:03:43:00

And particularly does the North Humber Hymenium line have to run to the east of the railway, where it intersects very heavily with, uh, steeply development areas? Or could it move to the west of the railway, where it would interact much less so I'm sure this at this point isn't in contention. This is not an either or situation. There's no part of the case that's being made.

00:03:43:12 - 00:03:47:08

Uh, by Steve Paul. That, uh,

00:03:49:06 - 00:04:06:01

steeply should proceed north on, but not far behind. Markham does not to proceed, that the two are able to coexist. It's about the best way in which they can coexist and in the national interest, the best way in which they can coexist.

00:04:08:24 - 00:04:45:04

But we're going to come to the detail of drafting. And again, I'm certainly not going to address you on policy tests about PPE or legal tests on PPE. I, um, clearly, uh, parties can talk to each other about the content that would be in and try and agree content that works for each party. But what I would say when we're suddenly talking about functional links and point is put quite firmly, the functional link between the steeply and Northumberland Mountain should be immaterial.

00:04:46:04 - 00:05:28:25

Um, and whilst there was one for hourly more and Mona Um, that shouldn't be determinative. The way we put what I put, and this is in the representations, it's very relevant to whether those were agreed. And that's the point that we would be stressing to look at parties, to look at the situations where people were agreed by a promoter. It's very instructive to understand that those projects would not have gone ahead had they not connected with the future assets that a grid were putting forward at that point to service those developments.

00:05:29:09 - 00:05:35:06

And that, again, is instructive as to why you're not seeing the same level of agreement here.

00:05:37:29 - 00:05:51:14

I think that's that's probably enough, just in terms of some markers going down at this point. And I think we're going to move to detailed wording. Thank you. Before we do, um, Mrs. Barlow.

00:05:52:01 - 00:06:04:07

I know you sat there, and I don't want you to feel left out. Is there anything that you would wish to add on this discussion at all or. No. I'm fine. I'm gathering information. Thank you.

00:06:05:13 - 00:06:37:12

I think the only comment my husband and I have all concerned, we still have, um. Again, it's the access to our field, the other side of the village being maintained, because that is the main part where we operate our business from. Um, but also this all through these discussions, the project and it's being forced out. It's only temporary 40 years plus, but temporary. So I can't in my head understand why the acquisition rights are permanent and why they don't mirror what the project is going to be. So that's the other reason I'm I'm I'm here.

00:06:43:19 - 00:06:51:16

I'm just wondering whether the applicant actually, I know it's slightly way off topic, but I think it's a it's a pertinent question and I'd quite like you to respond to that.

00:06:56:22 - 00:07:29:26

Sir. In relation to the access point. It is probably better if we engaged a rap just to understand exactly where the access is, because I wouldn't want to provide a sort of generalized position in relation to why are we acquiring permanent rights if the development is for 40 years? Um, I think it's any right which we would be acquiring would be in relation to the authorized development as is described. So that right would exist for as long as that development exists.

00:07:29:28 - 00:07:55:00

So in the case of our, in the case of in our case, we're talking about 40 year development from connection. And then then it's decommissioning stage. Why would we want to acquire that. Why is it called permanent rather than temporary. This is just seen as probably a more equitable position. If it's under a temporary possession process.

00:07:57:13 - 00:08:19:06

You're almost downplaying the extent of interference. 40 years is a longer period of time. And typically that's not that sort of period isn't. You wouldn't rely on temporary possession rights for that extent of time. So that's why a right would be acquired in that instance.

00:08:20:27 - 00:08:36:22

So the wording in the agreements would be that something along the lines of lawyers have come up with something that that right will only be in existence or the project in existence while the project has been decommissioned and the land returned. That right would fall away.

00:08:38:03 - 00:08:58:26

Yeah. So if you look, if you if you'd like to look at schedule seven, uh, well, I can provide the rap number on the exam library. Uh, so that's if you look at rep 3005.

00:09:02:01 - 00:09:15:15

And that's the development consent order. And then if you look at the schedule seven of that, that gives the broad basis of the rights that the applicant is seeking.

00:09:17:01 - 00:09:36:24

Now that gives a that's not the finalized wording of the rights. The finalized wording of the rights would be determined upon detailed design. So further down the line and it would be subject to a GPD. Um, but it would have to be within the envelope of those rights that are set out in schedule seven.

00:09:42:24 - 00:10:02:24

And I think what might be is just that it is actually is after this is maybe if you can show Mrs.. You know show her through the draft development consent order and schedule certain and then maybe explain how how it how it works. I you know I've got I've got a copy here I can see but I think would you find that that more helpful, please.

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I don't want to get into the weeds of it. I just want to make sure we talked about it being equitable. Yeah. It needs to be equitable for us as well.

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Yeah. If I could encourage you to just to to help if sometime today, whenever, if you could just talk that through then that might, that might just help the situation out your query I think. Okay.

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Thank you sir.

00:10:20:20 - 00:10:56:04

No worries. Okay. I'll turn now to National to end. Get to continue with the protective provisions that you'll seek in a particularly as you can talk through, I'm assuming, what it is that you submitted the deadline. Three, and particularly the items that you are seeking in red is what this is, is what you're going to talk us through. I think what I'll do is I'll let you explain it, and then I will see whether you've answered any of my, my queries that I've got my experience.

00:10:56:06 - 00:11:16:13

And that's certainly the best way. And then we'll, we'll open it to the, to the applicant to respond in anybody else. So you could thank you for that. Would you say then I'll try and I'll provide an overview. I hope to answer some of your queries. You'll say that the difficult questions and then hit me with them when we've, when I provided that solution, that explanation. Um, so.

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Going back to where I started, in essence, we've got two

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categories of amendment here. Um,

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category one is amendments which relate directly to Northumbria. Hi, madam.

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I'm not going to spend much time talking about the specific wording of those proposed amendments. And I say that because my understanding is and it's a it's a it is. As to the applicant's position is this I know the applicant. I understand the applicant is really contesting the point of principle at the moment, and that's well understood. I don't understand the applicant really to turn their mind to any of the detailed drafting points as regards the Northampton man and provisions, and so I don't think there's any real purpose in debating that detail.

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We're at the in-principle stage for now. I'll probably concentrate in terms of point of detail on the other provisions and

00:12:21:27 - 00:12:57:01

referencing those other provisions. The starting point is this we've got a very helpful starting position from the applicant in terms of protective provisions. Northampton, I'm on to one side. What we've sought to do here is update those by reference to Neots Essentially standard template because leaving to one side what we've added in here are not bespoke provisions for this particular DCO. These are the protections that we would seek in respect of any and all DCS where we participate.

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Beginning then on paragraph two and interpretation, we've got there a series of definitions. The top half of the first page, all of which go to the question of insurance and security.

00:13:18:04 - 00:13:19:28

I'm just thinking of the people.

00:13:20:00 - 00:13:20:15

Who.

00:13:20:17 - 00:13:30:07

Might want them to be watching this online. Is it worth displaying this on on the screen actually, so that you could talk so that we're talking to you. So then we can follow so that people can watch my.

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Assistance in that regard.

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Yeah. Sorry. Just a second thought really.

00:13:35:04 - 00:13:46:06

So to the applicant, just make sure we're opening up the right thing. That's the end gets three representations. It's the appendix of those which shows them interact change read are your additions.

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Thank you. It's wrong to.

00:13:48:22 - 00:13:50:23

Just wait for that to be displayed.

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Thank you. That so that's that's page one. And there's nothing of substance there. So as we move on to page two. Thank you. Essentially the top half of that page is concerned with definitions, um, definitions of acceptable credit provider, acceptable insurance and acceptable security unless the applicant would wish us to go into the detail of that. What I'm proposing is that we cover off those issues when we get to article 12.

00:14:53:02 - 00:15:02:09

I think it is, which is the indemnity provision. That's the substantive obligation relating to insurance and security.

00:15:05:07 - 00:15:26:00

But in the short point here is that and we'll come to it in more detail when we get to article 12. The short point here is that in circumstances where works are going to be undertaken by an undertaker in close proximity, and indeed it's within 15m of our infrastructure or our future infrastructure. North Arnhem

00:15:27:18 - 00:15:56:02

to one side, um, where it's going to be within 15m of our infrastructure. Um, there has to be insurance and there has to be security because the potential consequences. Of accidents, unintended consequences are very, very significant commercially in other ways. So there has to be insurance. And I don't understand or anticipate that that will be a matter of, uh, disagreement. But so I'll walk through the provisions and come to.

00:15:58:12 - 00:16:33:22

Come to that in more detail when we get to article paragraph 12. The Third Amendment on that second page relates to Northumberland Mountain. And effectively, what that seeks to do is to bring within the definition of apparatus, electrical lines and so on, not yet constructed, but which will be part of Northampton Arnhem. So I don't think again, there's a point of detail drafting there for us.

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But I well understand that there's a point of dispute as to principle as to whether or not that should be included.

00:16:42:04 - 00:17:18:05

Over the page. If we move on to the top of page three, I'm grateful. Thank you. We've there got a definition of of North Humber to High Island project. And again these are just definitions. But it's definitions which give effect to the operative provisions relating to that project. And there's a I can see there's a there's a typographical there. Because on the fourth line there's a separate definition, Northumbria hymenium site, which should be set down and set below the Northumbria High Mountain project.

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But that's purely cosmetic.

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We've then got

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lower down the page

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Incentive deduction and veto and parent company definitions. Again, I mean, these just represent the current up to date template. And it may well be that there is no dispute here. And this is simply a question of the applicant, understandably, having used a slightly older grid template for these protracted revisions. But these are all now standard. So we'll come to the substantive matters later on. And the same is true in terms of the top of page for whatever page it is.

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We've got to now with the definitions of STC and STC claims.

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So I'll say that all for operative provisions.

00:18:21:10 - 00:18:25:12

Paragraph three interaction with the North Humber to High Mountain project.

00:18:29:04 - 00:18:43:15

Again, I'm not asking I suppose that the applicant respond on point of detail now, because my understanding is that they haven't turned their mind to the points of detail here. But this is a provision which we say should govern how.

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Interaction as between steeples renewables and Northampton is governed. And we've taken that. I think in large part from Baltimore and Mona. And we look to adapt though that provisions from those dsos to this context.

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Over the page.

00:19:16:17 - 00:19:27:03

Again there's a North Humber to high mountain provision at what is now paragraph six acquisition of land. You'll see acquisition of land. Paragraph

00:19:28:20 - 00:19:55:08

I mean, that is to go back, I think, to the questions. Mr. Robson, you were previously asking, um, the applicant about Njit and the compulsory acquisition of net interests, whether in the, um, substation or to the south, that Mr. Robinson was talking about. What we have here at six one is the provision which affords protection to

00:19:57:01 - 00:20:28:28

and get insofar as it precludes the exercise, essentially, of compulsory acquisition powers absent the agreement uh, of and yet in respect of existing infrastructure. So that's what we've got and there's no dispute as to the principle there. Um, what we've added at, um, some power of two is effectively the equivalent protection in respect of Northumbria Heinemann. And I mean, just looking at that, I can see there are a couple of typographical errors which will need to be updated.

00:20:29:00 - 00:20:51:29

And these are, of course, our fault, not the fault of the applicant. In the second line it reads must not unless otherwise agreed in writing with National Grid. That should read National Grid Electricity Transmission plc. Acquire any land forming part of the North Humber to Heinemann, and it currently reads project that should read site capital s site. Um,

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again, I don't think that's a particularly complicated provision. There may be a drafting query from the applicant, I don't know, but rather I understand the operative point there to be an in-principle one.

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I do have a query on the drafting the unless otherwise agreed in writing. Can you just explain how you would envisage that to take place and how that process would unfold and how it would be managed?

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Um, but I suppose

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I think we may need to come back to you in writing on that point, because I don't have specific instructions. Um, so we'll make a note that you've raised a query on that point, and I anticipate that what we've got there is a provision which allows for a scenario where, in fact, further clarification of the route alignment within the order limits, um, allows for a particular area of land to be acquired by the applicant in connection with its own project.

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And we would, of course, be keen to afford the maximum flexibility to ensure that as little land as possible is, um, withheld, if you like, in this way. And um, so I anticipate that is the purpose of the provision, but I think I don't have specific instructions on the point. And so whilst I'm seeking to assist the examining authority, I. I'm afraid I can't quite be held to that because I don't have instructions. We'll come back in writing.

00:22:29:09 - 00:23:07:12

That's fine. I would just add to my question. Oh. Without prejudice. I'm just querying in case we need to know that information at a later date, particularly when we come to our report writing. Yes. If there's any areas of disagreement on wording. So some of my questions will be that on that basis. Um, so just so we understand, what you're proposing is this is if this development consent order is, is granted, the applicant will would be, um, granted freehold acquisition rights over the plot, which at the minute you're proposing as part of your project.

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Yes.

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What you're seeking here is a clause that effectively means that the applicant

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couldn't acquire those plots unless they get your agreement in writing at a particular point.

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Insofar as those plots fall within the draft order limits, or indeed, ultimately the order limits of an order demand,

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they could not acquire those plots without first obtaining agreement from. And yet.

00:23:47:17 - 00:23:55:03

I know is familiar with the run of the draft order limits because we've identified them on figure A in our deadline three submission.

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That's all for now. I'll let you continue

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to think about that.

00:24:05:14 - 00:24:06:00

Um,

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I'm afraid I've lost track of of pages. Um, but in paragraph nine, retained apparatus. Um, that's a paragraph five b there is a further insertion in relation to North Hammar time Arnhem.

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Again.

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I don't understand that necessarily to be something that we'd be looking to discuss today, because again, it's something that speaks to the principle, that speaks to the detail rather than the principle of those Northampton Arnhem provisions. And I know that the applicant has not taken a view there yet. Paragraph sub paragraph 11 of paragraph nine. Um, again, this is something from our standard template. I think it's a new addition to the template. But again, I don't anticipate that this would be controversial at all times when carrying out any works authorised under the order, they undertake a must comply with any policies for developing their overhead lines.

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Um, And also the HSE's guidance. We don't understand that that would be in any way controversial. There's nothing then until we get to paragraph 12. Indemnity.

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Yeah. Paragraphs. Some paragraphs six and eight I think are relatively vanilla, and I don't understand that there would be any particular concern about those. The significant paragraph is seven A and B. And this harks back to those definitions that we looked at right at the outset. And the effect of this clause is that.

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There needs to be insurance.

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On the part of any undertaker carrying out works Within 15m of our apparatus. That's the first point. The second point is. It isn't just a question of insurance. We need a parent company guarantee. And because there needs to be

00:26:33:01 - 00:27:09:07

acceptable security that sits behind that insurance, because the insurance may cover a lot and indeed may cover a very substantial amount, but is highly unlikely to cover absolutely everything. And in circumstances where the financial consequences of of damage caused to our infrastructure, inadvertently or otherwise, by inadvertently sorry inadvertently by the Undertaker or its contractors, the consequences are potentially extremely significant. And that is why we would require both acceptable insurance and acceptable security to be in place.

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Those are standard provisions which we would seek in the context of any DCO. It's not unique to this one. And to the extent that they would wish to see or would like to see precedents where these provisions have been included in other DCS, then we can provide them. Um, because these are not new and they're in their way innovative, and they've been accepted in previous in the context of previous department. So I think,

00:27:42:09 - 00:27:59:12

I mean, that's all I propose to say by way of initial overview. Um, I, I can note again at paragraph 15, there are a couple of Northampton hymenium references. But again, I'm sticking those to one side. I don't think there's any difficulty in terms of anything other than the principal at the moment.

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I'm just going to hand over to Mr. Wiltshire, who's just has a question.

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Thank you.

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Um.

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Thank you for that, Mister Booth. Um.

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I understand.

00:28:13:17 - 00:28:15:29

The separation.

00:28:16:07 - 00:28:24:19

That you've described between the particular bits that are to do with, um, North Humber hymenium and then the other.

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The standard provisions. Yes.

00:28:27:05 - 00:28:27:24

In terms.

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Of.

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Um, agreeing those standard provisions with the applicant, um, I haven't got a feel for where you've got to with that. Could you, could you comment on that, please?

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So I think it's fair to say as indeed, uh, Mr. Robinson said earlier, because there's been significant engagement on the North hammered hymenium issue, other, more orthodox standard provisions have slightly taken a backseat. I don't anticipate

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any problem with reaching agreement as to the, um, appropriate wording for protective provisions within the currency. The examination I would very much hope that as regards existing infrastructure. These matters, such as insurance and acceptable security. These can all be bottomed out. Um, I'd be reluctant to put a timeline on it, but what I can, I think, probably commit to is that by. And I'll take instruction from Mr. Graves on this by a particular deadline, whether that be 4 or 5, we would jointly with the applicant, look to revert to you with an agreed position or at the very least an improved position as regards agreement of those and what I think we can also do, and what we should be doing in order to assist the examining authority and appreciate your steer with this is also to agree a provisional wording as regards North Humber Diamond.

00:30:05:20 - 00:30:50:11

That would be entirely without prejudice to your position. And of course the Secretary takes a position as to whether or not those provisions would ultimately be included. But we think it would be desirable that you'd be provided with a a version such that if the decision in terms of principle went one way, then those provisions could be included effectively by agreement. And if it went the other way, they wouldn't be included. But we think it's certainly possible, in relatively short order, to have further discussions and reach an agreed, or at least a very much narrowed position in terms of these amendments as regards non-Han matters.

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And then in relation to. I hope I would see that it was sensible for us to undertake, without prejudice, discussions to agree the wording there. Also, albeit I understand that on the applicant's case, that would be entirely without prejudice to their in-principle position. So I'm going to say not knowing when deadline five is, I'm going to say deadline five, but I think I would need to take instruction on that. And indeed, obviously, given that engagement on the is is a two way, not a one way street, I'd need to hear from Mr.

00:31:21:07 - 00:31:23:29

Robinson as to what he thought was feasible in the circumstances.

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Thank you. That's very helpful. And I

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would you like to comment at this point because what Mr.. Both suggested, which I understand to be that some of this can be agreed because it doesn't relate to the Iman scheme and some of it needs to be, um, identified as.

00:31:50:09 - 00:32:24:09

A future agreement. Um, I think we find that very helpful. I just wonder if you could comment on that. So thank you. Patrick Robinson for the applicant. Um, if I sort of work backwards through, um, the points we've got to. Um, yes. Deadline five 24th of March. And when Mr. Haycock was dealing with with other peeps, I think we've got an action for the section 1 to 7 report at that deadline.

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Well, that does rather sort of draw attention to all, um, all statutory undertakers and rather fix a point where you might well expect to see a reported position on and get discussed with. That is not to say, and I guess looking at other examples, there may have been clearly agreement isn't always reached by the time that report is issued, and the parties are still encouraged to carry on negotiating after that.

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But it is very obvious point where we would look to do as much as we can and get as close as we can to agreement by the deadline. Five section 127 report.

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I hesitate until some brain is running slightly slower than mouth as to how far we might get, with or without prejudice. Set of peace.

00:33:26:01 - 00:33:35:21

On the subject of accommodating North Humberside madam whilst fully without prejudice to opposing that position.

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Only because I can't quite see past the sort of binary position there, there or there not. But um. But I suspect I can keep thinking about that too. I can come up with something a bit more constructive than that. But but clearly, whether we agree it or not, um, I'm pretty sure in gates position will be. Well, those are the those are the piece we think that should be there. If the applicant doesn't agree them on without prejudice basis. They're still the ones that will be put forward. So I can understand how the point would be put to us.

00:34:11:09 - 00:34:33:21

Yes. On that. Obviously it's entirely matter. Sorry, Alexander. And get on that. It's entirely a matter for the applicant as to whether or not they look to engage on a WP basis in relation to the North Harbour provisions. We drafted a set of provisions. I suppose, as with all protective provisions, we look to reach common ground as between the two parties.

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If I don't know if the applicant feels that it's not comfortable with engaging on a WP basis, I think we'd see that as, you know, regrettable. But in those circumstances, it would just be our view and our version. And indeed, as Mr. Robinson says, if they don't engage with that process and that the only version that you have before you is our version, then it will be our version that goes ultimately into your consideration and to that of Secretary of State. So we will. We will make that offer, certainly to the applicant and look to engage.

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And we can't take it any further than that.

00:35:13:11 - 00:35:16:00

Thank you both for that. Um, as.

00:35:16:02 - 00:35:16:26

You said, we've got an.

00:35:16:28 - 00:35:19:03

Action down for the, um.

00:35:19:05 - 00:35:19:20

Section.

00:35:19:22 - 00:35:22:14

127. Um, update.

00:35:22:16 - 00:35:23:01

At.

00:35:23:03 - 00:35:23:18

Deadline.

00:35:23:20 - 00:35:24:07

Five.

00:35:24:09 - 00:35:24:25

Um.

00:35:25:18 - 00:35:26:13

I'm.

00:35:27:08 - 00:35:42:06

I'm going to put an action in there. Um, in the note that's going to come out that relates to the the other bit of this, um, for you to to talk about the without prejudice, um.

00:35:43:13 - 00:35:44:11

Provisions for.

00:35:44:13 - 00:35:44:28

The.

00:35:45:00 - 00:35:45:15

North Humber.

00:35:45:17 - 00:35:51:25

Hymenium scheme. And I will leave it with you as to whether you're able to submit something at deadline five.

00:35:59:06 - 00:36:51:19

Just just to be clear, then I think what we're looking at at deadline five is potentially a draft of the protective provisions, which is in green, agreed in its entirety. Save for there would be tracked amend suggested by and yet in relation to Northumberland mannum to be adopted or disregarded as you saw fit. And as the Secretary States will fit. Alternatively, if we're not able to bottom out the entirety of those non Northumberland matters, there will be a document before you which identifies firstly, the extent of matters that are agreed, but will also then have draft text which speaks to the party's differing positions on not only Northumbria high mountain, but on any other matter.

00:36:51:21 - 00:36:57:03

But I mean, I'm sure that will be clear on its face when we provide it. Thank you.

00:36:59:27 - 00:37:30:00

Mr. Robinson. Thank you. Patrick Robinson for the applicant. Yes. That seems a sensible way to proceed. I was going to ask if you wanted me to make any other comment. There was one comment as we were passing, which I think more hopefully helpful rather than, um, combative. Um, going back to the acquisition of Land Point. I think that's the only comment I had on that would sign up until now. So, um. Other than that, I entirely agree it.

00:37:30:12 - 00:37:46:23

Um, Northumberland is well, there either, except those points that would be looked at in detail and points about what? Perhaps I'll just very briefly touch on security and indemnity. So it's now a good time. Well

00:37:48:09 - 00:38:01:21

I'm comfortable with now. So the first one caught my eye. If we go back on the screen, sorry if we can. We were looking at the acquisition of land points. And so you had a question on

00:38:03:19 - 00:38:08:09

how written consent works, and

00:38:10:07 - 00:38:26:00

I was just going to add to that. So this is acquisition of land. Yep. That's the so you asked the question. Um, regardless any provision undertaken that's not unless otherwise agreed in writing. Um,

00:38:27:18 - 00:39:04:00

although the wording isn't parallel, it is verbatim the same. I think it's intended to have the same meaning as the wording above, which is both with Brewster, as you know, it's fairly standard wording that you can't acquire other than by agreement. And so I think that's all the wording is trying to do the same. It says, and in respect of Northumbria, we would not be able to acquire any interest other than by agreement. the only additional rider added is the next two provisions deal with obtaining agreement.

00:39:04:02 - 00:39:40:06

They are the mechanisms by which the parties engage. If there needs to be acquisition of rights or variation of rights to enable The Undertaker's works to proceed, and if they can't be agreed, then you go into arbitration, which is how the thing gets resolved, which understanding that that's how you deal with compulsory acquisition in these cases. It's the point you do not take away another undertaker's rights, but you negotiate any rights you need from them through that mechanism.

00:39:40:09 - 00:39:49:19

If you're interfering with their rights to an extent, you wouldn't know until you've really looked into detail of what you're going to build at that point and what their rights are.

00:39:57:22 - 00:40:02:27

Alexander. I don't I don't disagree, I think, with anything that Mr. Johnson has said.

00:40:05:10 - 00:40:36:29

But thank you. The only other point I was going to say is like on I think we're indemnities. The number is a bit hard to follow because you get a track change numbering, but we're under 1112 for indemnities and yes, indeed. Exactly right. It's 11 seven is the one where there would be continuing discussion. I don't expect it would be. The principle that would be being discussed is effectively the adequacy of security.

00:40:38:02 - 00:41:10:24

And that can be both. Um, the form of security could conceivably be the, the amount but the form of security. And as Mr. Boot said, well, if you can't reach agreement, the parties may end up directing you to precedents about where in the past, if there's been disagreement and it has had to go to the examining authority for recommendation, or secretary of state, where precedents have been used in the past. But again, what we'll be looking to do is try and reach agreement so we don't leave the judgment or a recommendation for you.

00:41:10:26 - 00:41:17:03

But but those are the moving parts as they are at the moment. Just adequacy of security.

00:41:21:07 - 00:41:22:17

Thank you, Mr. Robinson.

00:41:23:01 - 00:41:24:06

That's very helpful.

00:41:27:17 - 00:41:59:12

Thank you. Just just following on from from the suggestions. Well, you know, we're still working here. Just just so I can understand the code so we can understand the current structure, the protective provisions. Um, part one has for the protection of electricity, gas, water. My question is, is this at the moment where you have the provisions which currently cover National Grid Electricity Transmission plc. Because you do have a separate one as well for electricity distribution.

00:41:59:14 - 00:42:10:24

East Midlands. In terms of the existing protected provision, not not the North Humber. Can you just clarify to me which which part that currently sits in at the moment?

00:42:12:11 - 00:42:46:07

So Patrick Robinson for the applicant and at the moment there are no PPE specific to Njit. Um, we have put them forward to inject and the um, uh, what you are seeing at Angus D3 um, I believe is probably a recut of what we sent, putting their amendments back in because our basis was based upon what we understood to be an engaged draft.

00:42:46:09 - 00:43:18:03

It's been said, well, some of this is actually a bit old about the footnotes at the end. It's probably because we were using an older version then. Then you've got. So the discussions about net S are all off the face of the DCL at the moment. I could probably understand him get surprised not to see anything specific to them, and that they were swept under general electricity and all other undertakers, but we accept that they would want to see their own PS not within that first one.

00:43:18:05 - 00:43:19:12

That'd separately.

00:43:21:00 - 00:43:35:16

No. That's helpful. So at some point we will be expecting another part to schedule ten to come forward in a format that you will agree under. Action .1.5 that we have at the moment. Right. That's fine. That clarifies matters on that.

00:43:40:08 - 00:43:48:00

I think at the minute, I think at the moment that that's that's all the questions that we have on, on.

00:43:49:28 - 00:44:05:26

look on the timeline at the moment and protected positions, and we understand the position regarding existing protective provisions are still ongoing. So I think that covers everything for National Grid's electricity transmission at the moment. So if there's any final thing that you would like to add before we move on.

00:44:06:12 - 00:44:47:06

Alexander Booth, National Grid. Uh, no there isn't. Um, we anticipate, uh, coming back, though, uh, it will be different council on Friday and having, um, noted what Mr. Robinson has been saying, we certainly do anticipate what we will be prepared to assist the examining authority with the issue of engagement. Uh, and in terms of impacts as between the projects, which has not been discussed today. Um, certainly in terms of the impact of the project and anticipate discussion of alternatives as set out in our D3 submission, we will address that then, but nothing further for today.

00:44:47:08 - 00:44:48:12

Thank you very much indeed.

00:44:56:28 - 00:45:28:16

Is there anybody else who I've not turned to that would like to make any comments on what they've just heard on this item? No, I'm fine, thank you, thank you. That's fine. Um, that brings us to the end of agenda item six. Um, so I will now move on to agenda item seven, which is a review of actions, issues and actions arising. And we have a little bit of time. So I am going to run through this so that we, um, just double check that we've got all the action points.

00:45:29:03 - 00:46:03:28

Um, agreed. So my, um, so the first action point that we have at the moment is for the applicant to identify whether any further parties have come forward in relation to, um, excuse one question, 8.01 um, which was effectively where you've not been able to identify parties in the book of reference. Um, the second action point is for the applicant to discuss with Mrs. Barlow regarding communication, regarding acquiring rights, and to provide an updated note following the outcome of those discussions.

00:46:04:04 - 00:46:29:15

Does that accurately reflect what we discussed? Yes. Okay. Um, actually, point three is for the applicant to provide a status report regarding statutory undertaken negotiations regarding your section one, two seven uh, and 138 case. I should also add, um, of the planning app for deadline five.

00:46:31:18 - 00:47:05:26

Um, action point four is just for the clarification from end get regarding how the agreed in writing with with National grid element would work. And I would Touched upon that, that just that would just be quite useful in case we. Need that information at a later date. And the fifth action point is for the applicant and get to discuss and agree a way forward regarding drafting without prejudice protective provisions regarding the North Humber to Ireland as a separate part to schedule ten of the Draft Development Centre.

00:47:05:28 - 00:47:38:03

And we've got that for deadline five. I think that seems to agree. So that's all the action points. Obviously we will try and publish those as soon as we we can following this hearing. So that brings us to the end of agenda item seven. Um, agenda item eight is is any other business. And we've not been notified that anyone wishes to raise any other business that's relevant to this home. But before we close, can I ask if there are any other matters that any party wishes to raise today?

00:47:40:15 - 00:48:16:01

No, I don't see any Hands up in the room or online. So I'll move on to agenda item nine, which is the closure of the hearing. So there's no other items that are relevant to this hearing. Um, I remind you that the timetable for this examination requires that parties provide written summaries of their oral submissions that's been made during today's hearing, on or before the deadline for which is Thursday, the 19th of February, 2026. Um, may I also remind you that the recording of this hearing will be placed on the planning inspector's website as soon as practicable after this hearing.

00:48:16:21 - 00:48:32:12

Before we close, we would like to thank all of today's participants for their time and assistance during the course of this hearing. So the time is now 12:04, and this compulsory acquisition hearing for the proposed Steeple Renewables project is now closed.