Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Oxfordshire Strategic Rail Freight Interchange
Hearing:	Transcript of compulsory acquisition hearing 2 (CAH 2) - Part 2
Date:	10 November 2026

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Transcript_OxfrodRail_CAH2_SESSION2_101126

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Speaker 1
Okay, everyone. The excitement's all over, and it's five past 11. So I would now invite mr. Nostrand to speak in respect of his interests.

Speaker 2
Thank you very much, sir. My name is mr. Philip Nostrand, I am the founder of Stop the Trojan Horse, and I'm also the owner of a property on Hayford Park, which would be affected by these proposals. And I'd like to focus on the interest that I have in the plot known as 2/23, where there is a restrictive covenant not to plant trees or hedges and no mast, overhead cables or wires, as contained in a conveyance dated the ninth of January 1961, for the benefit of neighbouring land. And just for identification, the plot that we are talking about is a piece of agricultural land that is located south of the eastern end of the runway, a relatively small piece of of land over over here. And I think the the broad basis for compulsory acquisition has already been been discussed around the requirement that it is necessary, that it is justifiable, that it is proportionate, and that there is a compelling case in the public interest to to support it. But also, as was pointed out earlier, government guidance makes clear that the applicant should be able to demonstrate that all reasonable alternatives to compulsory acquisition, including modifications of the scheme, have been explored. And what we see here is that the applicant has provided general reasons for the need for compulsory acquisition, such as the national need for strategic rail freight interchanges. In the statement of reasons, the applicant has set out more specifically why the applicant wishes to acquire specific parcels of land, and how those parcels would form part of the proposed scheme. Now, a previous submission highlighted the extraordinary quantum of development: 603,850 square metres of warehouse space, which really calls into question whether there is sufficient basis for authorising compulsory acquisition of land for general purposes such as warehousing or landscape mitigation. For comparison, comparable SRFIs are fulfilling their essential rail freight function with 300,000 to 350,000 square metres of warehousing space. Calculations showing that the that just 3% of the incoming freight to the on-site warehouses would be rail-based also stand undisputed by the applicant. It would thus seem entirely reasonable to modify the scheme to have less warehousing, which would reduce the need for compulsory acquisition of third-party land and also reduce the interference with property rights such as the ones that I have over some of the land that is affected, and I think just the location of my property in itself also, you know, shows how how how extraordinarily large this project is. My my house is more than two kilometres away from the from the rail terminal. Yet my property rights would be affected. And when you look at the project more more broadly, there there is it is it is really questionable whether the applicant has sufficiently explored opportunities to modify the scheme to avoid compulsory acquisition, and I will give. I will just. I'll just give one one more example of of that. We have already been discussing the Artley recycling facility, the composting facility that is operated by by BIFA, which is being proposed by for compulsory acquisition. And again, this is more than one kilometre away from the from the rail terminal. Now, what is particular about this proposal for compulsory acquisition is that it's noteworthy that the water processing facility right next to the Arclays Bifas site is going to be maintained. So we have two plots of land here that are located right next to one another, and magically, in the applicant's proposals, and I'm referring here to the parameters plan, there is a green slice of land that magically preserves the water tanks right next to the the Bifa site, but the Biffa side is cannot be preserved. Now, why is that? Well, it would of course be very expensive to relocate water tanks and water processing facilities with regard to the Biffa side. My

understanding is that the lease will simply run out, and so is it is it really necessity, operational necessity, that is driving the proposals for compulsory acquisition here, or is it a question of commercial convenience, where appropriate adjustments to the scheme have not fully been explored? I mean, just to give a sense of this, if we look at the PIFA site, it is it will probably it is going to be used for warehousing. It will probably accommodate around 10 to 15,000 square metres of of warehousing.

Speaker 2
So that is less than two and a half percent of the proposed warehousing space here. So we are talking about a site with an extraordinary amount of warehousing space, far more than comparable SRFIs, and where the applicant is claiming that they cannot reduce the warehousing space by two and a half percent and avoid compulsory acquisition of land. Going back to plot number 223, we are we are looking at a similar impact, similar small single-digit percentage impact on warehousing space if that land were excluded. So on this basis, I invite the examining authority to conclude that the applicant has not demonstrated, on a plot by plot basis, that there is a compelling need for compulsory acquisition that cannot be avoided by making reasonable modifications to the OX SRFI proposals. Thank you.

Speaker 1
Thank you very much, mr. Nostrand. Over to the applicant, please. If you wish to respond to any of those points, please.

Speaker 3
Thank you, Sir Alexander Booth, on behalf of the applicant. Sir, I'm going to respond, but I'm going to respond at a relatively high level, and I'm going to do that for the following reasons. So you will be aware of the remit, obviously, of this hearing, and indeed it's your hearing, this compulsory acquisition hearing, it's concerned essentially, or this segment of the hearing is concerned with the right of affected persons to speak as regards their individual interests, and I'm going to address those points, sir, in circumstances where, with respect, what mr. Nordstrand is seeking to do, in my submission, is to open up a wider debate in terms of scheme design, and to essentially shoehorn arguments as regards the scale or need of the proposed development into this compulsory acquisition hearing in circumstances where those matters have been addressed, firstly at an earlier issue-specific hearing, and secondly, sir, in the context of the XA's written questions, and of course we responded in detail to those. Also, sir, I do need to flag in this context that you've heard quite some talk from mr. Nordstrand relating to the Biffa facility. Of course, mr. Nordstrand doesn't speak for Biffa, doesn't have any interest in the Biffa land, so to speak. And whilst he's made repeated references to compulsor acquisition of the Biffa. So I know you are well aware that Biffa currently occupy their premises by way of a lease. What the applicant is proposing to do is to let that lease run out. There is no proposal to exercise compulsory acquisition powers, or no intent rather, to exercise compulsory acquisition powers in relation to Biffa, rather they will be allowed to remain as long as they are legally entitled to remain. The compulsory acquisition powers in respect of that plot are sought solely by way of fallback to ensure the position is guaranteed, just in case vacant possession is, for whatever reason, not offered up. So, sir, I'm not going to address the various points that mr. Northstrand makes in relation to Biffa, because, in my respectful submission, he doesn't he doesn't have the status to make those points. So, Sir, what I'm going to do very briefly is address his position in relation to plot 223, you will be aware, sir, that we address that restrictive covenant in our statement of reasons at section 13. We address that at some length and we address it comprehensively. The key point there, sir, is that that restrictive covenant was manifestly imposed for the benefit of the airfield, and it was essentially intended to ensure that I think it's the Secretary of State. It would now be the MOD was able to operate that as an airfield in the context of those statutory powers and essentially defence of the realm stuff, sir. So that was the purpose of the restrictive covenant. That purpose falls away in circumstances where the airfield is no longer operational. Certainly, sir, the restrictive covenant was imposed for that benefit and not for the benefit of properties

that were not even contemplated in 1961. Of course, I mean those planning those properties, and I believe mr. Northstrand is one of them. Those properties at Hayford Park were constructed pursuant to a planning permission granted in 2018. So, so we don't say, or rather, we don't accept the premise that significant property rights of mr. Nordstrand or others are being impacted by this development. He himself says that his property is more than two kilometres away. There would be no impact, and the applicant has very properly sought to devise and prepare an optimal scheme which seeks to maximise use of land, whilst at the same time ensuring the appropriate landscaping provision, and that's what we are doing on plots 223 and plots 419. So, sir, I don't propose to say more than that. We point to the purpose for which that restrictive covenant was imposed. We point to our statement of reasons in section 13, and we respectfully decline to comment in relation to BIFA matters, not because we don't have an answer, but because it's simply not appropriate that this hearing be given such wide scope that any party is entitled to raise any issue that they want, irrespective of their interest. So, unless I can assist you further, that's all I was proposing to say.

Speaker 1
Thank you very much. Yes, and you'd be able to make that clear in your posterior submissions for

Speaker 3
us. So absolutely, right.

Speaker 1
And if possible, if you can refer back to previous arguments, that will help us to understand.

Speaker 3
Yes, I will. Okay. Thank you very much, sir.

Speaker 1
Thanks very much.

Speaker 2
Can I respond to that,

Speaker 1
mr. Nostrand? Did you wish to make any response?

Speaker 2
Thank you. My name is mr. Philip Nostrand. What I can say to that is the reason that the covenant was imposed is entirely irrelevant to my property rights today. The covenant exists, and I should be able to benefit from it. And. The applicant was saying that I have no use of this land, or suggesting I have no use of this land. It creates recreational amenity for me to have open agricultural land without trees, hedges, masts, overhead cables, etc., that are near my property, and that I can enjoy when I walk on the Hayford to Artley Bridleway. So I have utility out of that covenant Today and finally, as I explained before, it is entirely possible to avoid any interference with my property rights by making reasonable modifications to this scheme, thank you.

Speaker 1
Thank you very much. So next, I'd like to come on to Angela Usrik, who I believe is online. If she would like to make her submissions, please.

Speaker 4

Yes, thank you, sir. Good morning. I am mrs. Angela Eustrick of Roger Hannah Chartered Surveyors representing Dorchester. Our submissions concern plots 4545 A, 464 18, 610, and 611. Dorchester remains willing to agree acquisition of the land required for the scheme, but there are outstanding matters that involving how land will be acquired, how the works will be coordinated with Hayford Park, and how the necessary mitigation and safeguards will be secured. Acquisition and timing: the applicant must still demonstrate the justification for the powers sought over each Dorchester plot. Willingness to negotiate does not amount to acceptance of that case. We acknowledge that plot 46 is now included in the revised statement of reasons. Article 26 of the draft development consent order would give the applicant power to acquire land compulsorily. Proposed article 263 provides an exception for plots 45e and 41, linked to the Chilgrove Drive and Camp Road Junction, under Requirement 8.3 of Schedule 2 to the draft order, the applicant would not have to deliver those junction works if a third party had already started the specified works under the Hayford Park Planning Permission or an equivalent permission before the first warehouse occupation trigger. Article 26 three would then disapply the compulsory acquisition power over those two plots. The practical question for Dorchester is what happens if the applicant begins acquiring the land before Dorchester starts the junction works. Dorchester needs that sequence clarified so that acquisition does not prevent it delivering its own infrastructure commitments. Dorchester therefore needs an agreed programme and notification arrangements so that acquisition and delivery of the junction works are coordinated. More generally, Dorchester requires a plot-by-plot programme showing when possession and acquisition are proposed, the works to be undertaken, and their relationship with Dorchester's own infrastructure commitments. That information is needed to progress a land and works agreement. Delivery before first occupation. Requirement eight of Schedule Two to the draft development consent order sets the deadlines for completing specified highway works and making them available for public use. For the Western Hayford Park Link Road, identified as Work 12 A, the stated deadline is before occupation of the first warehouse, although the wording allows a later stage to be agreed by the relevant highway authority, this controls when the road must be available relative to warehouse occupation. It does not itself require the road to open before main site construction starts or establish when Dorchester's land will be acquired, as raised at compulsory acquisition hearing one. Dorchester therefore needs a coordinated programme showing when acquisition and construction would take place, what access would remain available during the works, and when the replacement road would open. If. Park is an existing and continuing development with an extant consent and a substantial further application, which provisionally has a planning committee date of the 14th of January 2027. Its access and infrastructure need to function throughout construction, not just when the first warehouse opens, the applicant has said that access along Upper Hereford Road and the B430 will generally be maintained. Dorchester needs the actual sequence: when existing roads or accesses will be affected, what routes will remain available, when replacement access will open, and how construction traffic, emergency access, and any closures will be managed, the effect on Chilgrove Drive must also be clear. Mitigation on and adjoining Dorchester's land, works on and adjoining the acquired land will alter the approach to Hayford Park and affect the retained development. Acquisition, construction, and mitigation therefore need to be considered together. Dorchester seeks early completion and planting of strategic mounds alongside Parcel 23, with completion in 2028 requested, and early provision of instant hedging alongside their parcels 23 and 22. The extent, specification, and delivery timing need to be agreed and secured. There is also an interim period while traffic continues to use Camp Road and Upper Hereford Road. Dorchester seeks retention of existing vegetation for as long as possible, and consideration of delaying the nearest warehouse until the link road opens. The programme shows needs to show when screening becomes effective, not simply when earthworks begin. The same applies to drainage from the mounds and protection from noise and lighting. Dorchester needs confirmation that the mitigation relied upon will be in place when the relevant works or activities begin to affect Hayford Park. Detailed environmental matters can be addressed at the appropriate issue-specific hearing. The point here is their timing and enforceable delivery alongside acquisition and construction, securing delivery.

Speaker 4
The discussions and position statement addressed landscape phasing and other matters, but consideration of a request is not a secured commitment. Dorchester needs the outstanding measures identified together with the relevant DCO provision or agreement that will deliver them. Those arrangements should cover specification, implementation, maintenance, and replacement of mitigation, as well as access and sequence of works. They must also address any existing Dorchester Highway or infrastructure obligation, which the scheme would prevent Dorchester from fulfilling, where the DCO adequately secures a matter that can be recognised, any gaps should be resolved through revised provisions or an appropriate land and works agreement. Construction constructive engagement does not by itself resolve Dorchester's outstanding objections. Requests to the panel: We ask the panel to require the applicant to provide four things. Firstly, a coordinated acquisition, possession, and works programme, including the period before first warehouse occupation. Secondly, clarification of how Article 26 Three will operate alongside Dorchester's Junction Works. Thirdly, a schedule identifying the outstanding mitigation and safeguards, their delivery dates, and how they will be secured, and fourthly, a timetable for progressing acquisition by agreement and resolving the outstanding terms. We'd welcome those responses by deadline three if the panel considers that appropriate. Thank you.

Speaker 1
Thank you very much. Could I pass over to the applicant to respond, please? Thank you.

Speaker 3
Thank you, sir. There was obviously quite a considerable amount of detail in that representation from Ms. Usrik. I'm not going to pick up every single point. I'm going to begin by saying that it was extremely frustrating to listen to that summary of the position in circumstances where the applicant. Has been straining to engage with Dorchester precisely in the manner that Dorchester are now seeking to require. By way of illustration, so I just make one initial point. Ms. Ustric referred to a position statement. That's a document that you don't have. Following deadline two, on on the very next day after deadline two, the applicant provided a draft position statement, which it understood represented a joint position of the parties to Dorchester, and in this context, so I do need to flag. There's an error in the statement of commonality because the statement of commonality says a position statement has been agreed as between the applicant and Dorchester. In fact, that's not right. It was agreed that a position statement would be provided and progressed. So I flag that because it's important that you have the correct position. We provided that position statement on the 27th of October. We chased comments on it on the 28th of October, and again on the 2nd of November, and then on the 3rd of November, and the 4th, and later on again on the 4th, and then again on the 9th. As we sit here today, we have heard nothing from Dorchester. There's been no response whatsoever to that document. It just disappeared into the void. That position, so we say, can be contrasted with our attempts and our willingness to engage with Ms. Ustrick and her clients. For example, on the 27th of October, Dorchester requested a meeting to relate relating to highways matters. Now we immediately actioned that, and we sat down with them on the 28th. So, so we are trying to engage with them, and you will see in the land and rights negotiation track the very extensive efforts that we have made to engage in relation to a number of the matters that are now flagged by Dorchester, but again and again and again, there is there is nothing in terms of engagement. All our efforts disappear into the void. So, insofar as it is now said that Dorchester is unhappy because of X, because of Y, because of Z, and it wishes to have clarity in relation to these various matters. So we have always been willing to engage. We've been always been willing to look to discuss matters, and indeed, some of these issues were flagged by Dorchester in their written representation. And you will have seen, sir, in our response to their written representations, the document number is 11.5. Ms. Dustick hasn't referred to that document, but of course, in that document, we are responding to a number of these points, and it's it's at page seven and following. So, what we say, sir, is that we remain willing and keen to engage with Dorchester. We have at all times been willing to engage with Dorchester, and it is only Dorchester's lack of enthusiasm to engage with

us which has meant that further progress has not been made. And I mean, whilst we are very willing to, of course, discuss timetabling, coordination, and so on, and such matters, by the same token, we do note, sir, that ultimately the document that is going to hold us to a particular timetable and hold us to a particular approach to phasing and so on. I mean, it's the DCO and it's the requirements within the DCO that is going to be the document that governs how this development is delivered. We wish to accommodate Dorchester and work with them so far as possible within that context. And to the extent that Ms. Duncan's clients now wish to engage with us in relation to these matters, we stand willing. So I'm not sure there's anything further I have to add in that context, but I'm just going to pass down the line to Harriet Maloney of the applicant, who is at the far end of the table and who just further in relation to the efforts that the applicant has made in this regard.

Speaker 1
Thank you.

Speaker 5
Thank you, mr. Booth. Harriet Maloney, Director of Planning, Mount Park, on behalf of the applicant. mr. Booth, I think has has covered it in some detail. I just felt appropriate that I would speak at this opportunity, given it is my role to coordinate. And liaise and engage with Dorchester Living. Echo everything that mr. Booth said. We can provide a detailed summary of our attempts to engage with Dorchester Living. There is absolutely no doubt in my mind that we have done absolutely everything we can to try and engage with them. I spoke to Miss Miss Ustrick only yesterday. You know, kind of pleading to to be provided with more information or a response. So yeah, we we echo everything that mr. Booth has said, and if Dorchester Living are willing to engage and provide us with a response, you know we can't engage with ourselves and talk to ourselves. So we are more than happy to do that. Thank you.

Speaker 1
Thank you very much. Presumably, this is in the detailed version of your land and rights tracker document or similar.

Speaker 3
Yes, I mean, the land and rights negotiation tracker was revised at deadline two, and you have that. You have that document. There is a there's extensive record of everything up to that point. I mean, I I recited a series of dates to you that post dates that LRNT, and that is post the 27th of October, where we put our draft position statement to them, and we've heard nothing back since. So that that isn't in the LRNT, but I mean the matters up to that date are.

Speaker 1
Thanks a lot. We'll be coming to that shortly anyway. Thank you. Does Angela Usrik have any response to make? No need to make any if you don't wish. But if you wish to come back on anything,

Speaker 4
no, no response from me other than just to reiterate that I will do my best endeavours to work alongside Harriet Maloney to try and resolve the issues and continue the engagement of that.

Speaker 6
Thank you. Thanks.

Speaker 1

Thanks, everyone. So that's, I think we've come to the end of item four, and quite logically, I suppose. I just wanted an update. I thought it was a useful opportunity, anyway, to at item five, to give an update on negotiations in respect, obviously, as continued of the original application, we're anxious to make sure that we are clear that we're dealing with the original application. So, if the applicant would wish to submit on that. Thank you,

Speaker 3
Alexander Beard. On behalf of the applicant, Land and Rights Tracker updates item five. The position, sir, is that you have the updated document, document 4.4, submitted at deadline two. In terms of substantive update. to that document. I mean, you will be aware, obviously, that in the first instance, some interest have come out of that. Merrick Jones and so on has come out. In terms of other interest, House Lane Project LLP and Countryside Properties Bister have also come out. Those are as a result of the change proposal, but we recognise that that change is still pending at present.

Speaker 1
Other matters. So sorry, just to interrupt a minute, you just mentioned the change there, but presumably you are happy that without the change things are progressing in the right direction. But obviously the changes only relate to quite a small area of of the project.

Speaker 3
That's absolutely right. So I'm going to come on to those matters that now don't relate to the change. I just wanted to flag that in the updated tracker that you have, that doesn't any longer include Merrick Jones Countryside Properties and so on because

Speaker 1
you've explained why. Yeah, thanks.

Speaker 3
Otherwise, negotiations are continuing with affected parties in relation to plot 345, in which Catherine Hedges, Derek Hedges, and James Milligan are concerned. Sorry, Miss Milligan being the solicitor reporting on the document. The position here is that the documents are now in an agreed form, and we anticipate that engrossments can. Then, in terms of SSE, again, I'm going to turn to Miss Ranford in a moment to speak to them, since you raised them particularly. But we've made very significant progress with them, and there's only very few matters outstanding in relation to Anglian Water. I mean, they fall within the category of statutory undertaker, where we say the generic protected provisions are entirely suitable and fit for purpose. There's no need for any bespoke set of protected provisions. Angin Water are currently insisting on their own bespoke set, and we say that is not appropriate, and there is no justification for for that. SGN fall within that same category. So, so that's the overview and the the headlines, so to speak. Given that you've raised Anglian Water and SSE specifically, what I'm going to propose is that Miss Radford provides you with a little more detail in relation to those two, and then if there's anything further you wish to understand, you will of course ask questions as necessary.

Speaker 1
Thanks very much. Thank you.

Speaker 7
Good morning, Sir Kat Radford. For the applicant, you mentioned SSE in particular, so we've made good progress with them. There are only two two substantive points outstanding. One of which is the insurance levels, which are required to be put in place before works commence, and the second is the exercise, well, the effect of deemed consent, which we've sought throughout the protected provisions

and also the DCO articles, on the basis that that's necessary to ensure the timely delivery of the project. SSC has confirmed to us that it does not agree to the effect of that.

Speaker 1
Thank you. So, given the direction of travel, you're confident that you'll have this concluded during the examination.

Speaker 7
Okay, Redford. I think we will have agreement expect us to all points save that because they have made it clear that they don't that they won't agree to that. We have proposed wording which provides that we have to give notice when deemed consent applies, so that it's clear to the person making the decision that that you know they're aware of the effect of not making a decision within the set time period. But we are in fairly regular engagement with them, and the last that we had from them was that it would not be acceptable.

Speaker 1
Thank you. So issues are narrowing, and you'll be clear about what you don't agree on.

Speaker 7
Well, Kerry would say yes. I believe so. I think for for us, deemed consent is something that we we are continuing to to pursue, as I say, it's in many articles in the DCO. It's accepted by other statutory undertakers. Network Rail, for example, have accept that principle, and we do believe that it is is necessary in a in in the context of an NSIP where there are multiple approvals needed from various third parties. You know, over the course of several years, that it's something that's necessary to ensure that there's no impediment to delivery and that the decisions are made in a timely manner.

Speaker 1
Thank you. Do my colleagues have any comments they want to make at this point? Stuart Ibadi.

Speaker 8
Thank you, mr. Ridley. Is in terms of to the applicant's question. In terms of Anglian Water, Anglia Water did give reasons why they feel that their bespoke protective provisions should be incorporated into the DCO. One of them is that they they mentioned that they have used that in previous DCOs before. So I previous DCO they mentioned quite a number of DCOs have accepted their bespoke protective provisions, and then the second reason that Anglia Water gave is that for consistency of their their approach, they would like to see that once they've done a series of DCO, they can replicate it in subsequent DCOs, but mr. Booth hasn't actually explained the reasons why these angular water protective bespoke protective provisions cannot be incorporated based on those two issues. Historically, we have used it. We have accepted in other DCOs, and then consistency of their Anglia Waters approach. And then another thing I'm thinking, if it doesn't have any bearing into the operation of the this project, why not just include it? Because in some cases you have something that appears like an informative. So why can't the applicant accept what and clear what I say?

Speaker 3
Thank you, sir. I'm going to speak very briefly to this matter, and then I'm going to turn to mr. Radford, who will address the detail of it. I mean, the first point that I would make is that simply because a protected provision has been included in a, or indeed a suite of protected provisions have been included in a previous DCO, that is not a justification. We say for including it in this DCO, there must be a merits justification. There must be a substantive justification for the inclusion of the protected provision, as distinct from a position where a particular undertaker has its own bespoke provisions and

prefers those to be used. A matter of preference is not justification in and of itself. Further, in that regard, sir, the limited utility of precedent in that context, sir, and that is the context of protected provisions in DCOs, is demonstrated. We say, sir, by the fact that very often, in the context of DCOs previously granted, there will have been side agreements as between the applicant and particular undertakers, which sit alongside protected provisions, but which are effectively behind the curtain. So in this examination, we do not know what side agreements were concluded between Anglian Water and applicants in previous cases, and without sight of those side agreements, it's not appropriate just to assume that we are seized of everything that is relevant. And indeed, that has been a topic that's been the subject of comment, I believe, in previous DCO reports by examining authorities, and I believe mr. Adford may be able to. The reference escapes me, but she may have it. So, as I say, sir, there's a limited utility in terms of precedent, and preference in and of itself cannot amount to justification. There must be substantive justification because otherwise there is unnecessary constraint placed on a DCO and the ability to deliver it. But in particular, as regards the detail of the Anglian water provisions and why we say they're not necessary and thus not appropriate, I'm going to turn to Miss Radford to see if she can assist further.

Speaker 7
Thank you, Kate Radford, for the applicant. In relation to Anglian Water, the the detail that they provided, this was the first time that the applicant had seen that level of detail from from Anglian Water, despite the consultation process that had taken place, and what I would say in relation to their objection, so to speak, is that appears to be a template objection that they submit part of the course in DCOs. Whereas what the applicant has done, which is in accordance with the guidance, is taken a approach that is specific to this DCO and the works to be carried out pursuant to that DCO. So it's taken a proportionate approach. Now, insofar as Anglian Waters assets interact with the DCO, we recognise there's a rising main which is in the location of connecting the Cherwell Valley Motorway Service area to the wastewater treatment works to the northeast of Ardley, so we recognise there that there is a rising main where there are going to be works and carried out as part of the DCO in the vicinity of that. So what we have proposed are bespoke bespoke drafting in Part Six of Schedule 14, which specifically addresses Anglican Waters asset there, but I think aside from that, our position is that the generic, so to speak, protected provisions they provide a comprehensive suite of protections for Anglian Water. So, in terms of them proving the details of the works, there's to be the undertaker cannot acquire or extinguish any rights of Anglian Water without consent. So we consider this approach is in accordance with the guidance, which does you know it states that the approach that's taken should be suitable for. Bespoke to the works at you know the works at hand, and Angling Water may want their protected provisions, but so far as I'm aware, they haven't expressly addressed how the generic protected provisions aren't sufficient for the you know these purposes.

Speaker 8
Thank you for that question, mr. Booth did mention the undue constraint it may place on the project itself. Would the applicant be able to explain the undue constraint, or have you looked, considered them, and then explained to the examining authority that so that we understand the undue constraints that it may place. Then we can consider, okay, fair enough.

Speaker 3
So, Alexander Beth, on behalf of the applicant, I wonder whether, in terms of the bespoke provisions that they've now provided, we should respond at deadline three to their submission, and we'll reference the relevant guidance in that context to assist the XA with why we say their bespoke provisions are firstly not required and secondly unnecessarily onerous. So I think probably best to put that in writing rather than respond on the hoof. I mean, if that's acceptable to the XA.

Speaker 8
Yes, thank you, mr. Abu.

Speaker 1
Thank you, mr. Oyibadi. We're now at the end of item six. Moving on to item seven. Any other business? I've just got a few minor issues. I just want to sweep up. Should take very short amount of time. Firstly, noting any phasing of the works and justification for acquiring London rights not immediately required, just to check, should consent be granted that firstly the CA provisions will be implemented within five years of consent being granted, and that timescale will be sufficient if the applicant was able to confirm that to us just now, that would be helpful.

Speaker 3
Sir Alexander Booth, on behalf of the applicant, yes, sir. I mean, five years we say is appropriate. I mean, insofar as it allows some degree of flexibility and latitude as to when we acquire particular interests. We don't want to acquire them earlier than is necessary, and five years gives us sufficient attitude. Thank

Speaker 1
you. And briefly, secondly, I think we may already have the answer to this one. But following the question we had at the first hearing, in respect of submission of a signed statement of common ground from Network Rail, whether they've withdrawn their objection. I don't think the answer is probably no, but if you could confirm,

Speaker 3
Alexander Booth, on behalf of the applicant, so that's right. As yet, they've not formally withdrawn their objection. We have that very positive statement of common ground. Discussions are ongoing in relation to various matters, but as yet the objection lies on the file.

Speaker 1
Thank you. Thirdly, from the first hearing, to ask whether the applicants considered whether it's necessary to disapply provisions in the Naval Planning Act 2017, or whether Section 112 of the Planning and Infrastructure Act 2025 would resolve this matter, it's relating to temporary possession by making it clear that the Development Consent Order would override the 2017 Act. Do you have the questions at hand,

Speaker 3
Sir Alexander Booth, on behalf of the applicant? I'm afraid I don't have that at my fingertips. What I can do, if the XA is content, is look to come back to you on that point in our post-hearing note, rather than try and waffle or construct something that may be wrong now. You wouldn't want to hear from a lawyer on that basis.

Speaker 1
No, that's absolutely fine. It's just I've just been through all the submissions, and it's just a loose end we need to tie up to make sure we've got all the information that we need.

Speaker 3
Yes, so we'll come back to you on that in the in our post hearing note. One

Speaker 1

thing we were talking about the Funding statements earlier. It doesn't seem to have a property cost estimate for contingent liability in it. Is that something you could provide for us,

Speaker 3
Alexander Booth, for the applicant? A property cost estimate for.

Speaker 1
Contingent liability. Contingent

Speaker 3
liability.

Speaker 1
It's just a useful thing for us to have when we're reporting to Secretary of State. And given that the funding statement you're saying won't be altered by any proposed change, if you could just say that the update is in respect of the original application, and then that would carry forward. Perhaps that would be the best way to do it, because I'm assuming that there's no would be no change to that if there was no change to anything else.

Speaker 3
Alexander Booth, the applicant. No, so I don't think there'll be any change to that. But it's something we'll look at, and again, we'll briefly but formally record that in the post-hearing note. Yeah,

Speaker 1
it's just I want to keep separate the original application from the change, rather than conflating

Speaker 3
no, I can

Speaker 1
things into a revision. So thanks very much. Oh, lastly, only a very small thing is a case of confirming the availability of adequate funding for compulsory acquisition explicitly within the statutory time period. I don't think we have that information explicitly anywhere.

Speaker 3
So Alexander Booth, the applicant, you're saying that you don't have a statement anywhere to the effect that there will be or that we have funding for compulsory acquisition.

Speaker 1
It's not that. I think it's the fact that it's within the statutory time period. Within

Speaker 3
the statutory time,

Speaker 1
so you might want to just stick in a sentence in the funding statement or something.

Speaker 3

Yes. So I mean, would you wish to see the funding statement revised to include that text on the assumption that it's not there, or would a effectively a a written confirmation of the position in a post hearing note be sufficient for your purposes.

Speaker 1
Either will do. It's just that you're going to put a public custom estimate in anyway. Then you could just easily put that extra sentence in.

Speaker 3
That's very helpful.

Speaker 1
And that we're okay.

Speaker 3
Thank you very much indeed. Thank

Speaker 6
you.

Speaker 3
We'll look to do that. Thank you, sir.

Speaker 1
Thanks very much indeed. Right, so I will hand back to mr. Hunter for our final item. Next steps.

Speaker 9
Thank you, mr. Rigby. It's really just a review of actions, but I think the main action was probably coming out of item number three, where you're going to provide us with notes to discuss the issues that we went through in terms of the compulsory acquisition and the potential changes in the timetable and all that. So I think that was that was the main action. Excuse me, note that I had, and there was nothing else. And I don't think anybody else has got anything. So in terms of the hearing, I think that probably concludes what we've got. I just remind everybody that we've got the open floor hearing, which commences at 2o'clock in this room, with registration starting at 130. So, if I could just thank you for all your time and all your inputs, and this compulsory acquisition two hearing is now closed. Thank you very much.