

SizewellC_ISH1_Session1_06072021_TEXT

00:20

Good morning, everybody. And welcome. This is the time now for me to open this issue specific hearing, which is being held in connection with an application made by Nnv generation company SOC limited for an order for a development consent for the construction, operation and maintenance of the sizewell c project. Before I go any further, I'd just like to confirm that everybody can hear me that my camera is working. And can I also check please, with the case team that the recording of this live streaming, this event has commenced? Yes, the recording started and I can see in here. Thank you very much indeed in queue. For those people who are watching the live stream. Let me explain that if the proceedings are adjourned, at any point, we will have to stop the live stream in order to give us clear recording files. When the meeting is resumed, You will then need to refresh your browser page to view the restarted live stream. I'll remind you of this again, should we need to adjourn. Let me now address a introduce myself and my colleagues. My name is David Brock. I have been appointed by the Secretary of State. As the member of the panel of examining inspectors. We together comprise the examining authority for this application. The other members of the panel are Edwin maund, Wendy MCI, Neil Humphrey, and Helen Cassini. And I'm going to ask them to introduce themselves to you now beginning with Mr. Moreland.

02:11

Good morning, everyone. My name is Edwin Moore, and I'm a chartered town planner. And I too have been appointed to the panel as part of the examining authority. And that pass on to Mr. McKay.

02:28

Good morning. I'm Wendy MCI. I'm Bachelor of law and non practising solicitor. I'm an examining inspector and bead member of the panel.

02:43

Good morning, everyone. My name is Neil Humphrey. I'm a chartered civil engineer and I've been appointed to be a member of this panel. I'll know pastor Mrs. Cassidy.

02:54

Good morning, everybody. My name is having seanie. I'm a chartered town planner, and I've also been appointed as a member of the panel. I'll now hand back to Mr. Brock.

03:07

Thank you all very much. First apology to the room. I forgot to give you my professional background. I am a retired solicitor. We are assisted at this hearing today by the planning Inspectorate case team. Today, we have the planning Inspectorate deputy case manager Sean Evans, and the other colleagues from the inspectors who will assist us today are Georgiana Hannigan, Jake Stevens, and Lily Robbins. If you have any questions or queries about the examination, or the technology which we are using for

virtual events, then they should be your first point of contact. their contact details can be found at the top of any letter, which you have received from us or from or you can find them on the project page of the national infrastructure planning website. Before we get on to the main part of this hearing, I'm going to ask my colleague Mrs. Cassini to highlight a few housekeeping and background management measures to note for today, Mrs. Cassini, please.

04:21

Thank you, Mr. Brock. As explained in the examining authorities rule eight letter annex D the issue specific hearings will be live streamed and recorded. The recordings will be published on the project page of national infrastructure planning website as soon as possible after each hearing closes. To assist viewers and listeners anyone speaking should introduce themselves each time they speak. As recordings retained and published, they form a public record that can contain personal information, which is a general data protection regulation applies. The rule late letter includes a link to the planning inspectorates privacy. Notice which provides further information on this topic. If there is a need to refer to information that participants would otherwise wish to be kept private and confidential, it should be in written form, which can be redacted before being published. If you prefer not to have your image recorded, you can switch your camera off. I repeat the requests made in the arrangements conference set in order to minimise background noise. Please ensure your microphone or telephone is muted and you stay muted unless you're speaking during a physical hearing would normally have brakes to avoid fatigue. And we'll do the same in this virtual hearing. Our intention is to take a 15 minute break at about a 90 minute interval and a long break of the lunchtime period. I'll now hand over to Mr. Moreland, who will outline the purpose and content of this issue specific hearing.

05:57

Hello, again, everyone. The issue specific hearing provides an opportunity for the issues raised by interested parties, and particular differences between them to be explored further by the examining authority. The purpose of an issue specific hearing is set out in Section 91 of the Planning Act 2008. It is held if the examining authority decides it is necessary for the examination to hear oral representations to enable adequate examination of the issue, or to ensure that an interested party has a fair chance to put their case

06:34

as indicated in the agenda, questioning and the hearing will be led by a member of the panel supported by other panel members. It is for the extending authority to determine how hearings are to be conducted, including the amount of time to be allowed at the hearing for the making of a person's representations.

06:55

aim is to us out of control over the conduct of hearings to ensure that they are carried out as efficiently as possible. Whilst remaining fair to all parties and thorough in our examination of evidence.

07:10

We've identified the matters to be considered at this hearing, and those on which we require further information. And these are set out in the agenda published in advance.

07:22

Participant should note that written summaries of your oral submissions to this hearing should be provided to the planning Inspectorate by deadline of five, which is Friday the 23rd of July of this year.

07:36

Finally, I would like to reassure you that all members are present, listening carefully to what you have to say at all times during the hearing.

07:45

We're not However, all remaining on screen throughout, as we wish to minimise the demand on the IT systems and try and ensure the best quality of audio and video for all participants. And I'll hand back to Mr. Brock to continue with the introductory matters. Thank you.

08:05

Thank you very much, Mr. Moreland. I'm now going to ask the applicant and those interested parties who are named on the detailed in the agenda to introduce themselves. So can I start is with the applicant who appears on behalf of the applicants.

08:27

Good morning. Hi, there on behalf of the applicant, my name is Harry see instructed by Herbert Smith freehills. There will from time to time be other speakers that may be on principally various partners from the board who may be dealing with matters of detail from times.

08:51

Thank you Mr. Philip Hart, who appears for East Side Council.

09:01

Thank you, sir. I do. My name is Andrew Tate QC for for the council. I'll be speaking today on the section 106 agreement stroke deed of obligation. And Mr. Angus Walker of BDB pitmans will be speaking principally on the draft decio. And I also have present Mr. Phillip Ridley, the head of planning and coastal management. And Lisa Chandler who is energy project manager in case any matters Arise for them to speak to, but we think it'll just be the two speakers Mr. Walker myself.

09:37

Thank you, Mr. T. Thank you very much. Just some future note in future your camera wasn't on. I knew who you were, I could hear what you're saying. You may want to put it on my resume to see you in in due course.

09:48

Oh, I'm so sorry. My camera shows on on my system. So I'll cry work. Work out what's gone wrong there.

09:56

Thank you very much. If somebody could help you in the background, I'd be most grateful who appears the Suffolk County Council please?

10:06

Good morning, sir. Hopefully you can see me and hear me is Michael Bedford Queen's counsel, instructed by sharp Pritchard on behalf of the Suffolk County Council. And in terms of participation today, I will be providing the overarching comments. And then if we get into matters of particular detail, I may turn to Alastair Lewis or Mr. Thomas of sharp Pritchard on decio matters. And Mr. Jamie childs of Hell's Percival on deed of obligation matters.

10:44

Thank you very much. That's helpful. And do I understand you're also representing West Suffolk council today?

10:49

Yes. Although I think we probably don't have that much to say on behalf of West Africa. We're sort of holding the fort for them. Yes, thank you, sir.

10:57

Thank you very much. It's fine. It's the marine management organisation here today.

11:04

Good morning, louella Williamson here from the marine management organisation. Today you have myself and my colleague, Alan McKenzie, the MMO our contend that our current positions

11:15

on all the matters that have been listed as being covered within this hearing, are captured within our written representations.

11:21

However, we are attendance and reserve the right to comment in order to assist the panel. Should they have any queries for us specifically on the deemed marine licence today? Thank you. Thank you. We will come to the to the Diem reason licence, assuming we've managed to get through all of the all of the items. Could I mean, we're just helping Miss Williamson. I you, planner, ecologist lawyer.

11:46

So I'm the marine case manager for the MMO. And my colleague is the case officer. We work on site LLC on behalf of MMO. So we've just covered that MMOs remit in terms of application as a interested party.

12:00

much advice. Thank you very much. Indeed. The NDA and Magnox are certain coming in vironment agency. Are you here.

12:13

Good morning, sir. Yes, my name is Cameron scared. I'm a senior planning advisor at the Environment Agency. I'm also joined by my colleague, Carol bolt, who is a senior solicitor. Thank you very much. Listen, Town Council.

12:36

Good morning everybody. My name is Maryanne Wolf and I'm representing lacing concise well, town council today and I would like to speak about the section 106 agreements and deed of obligation.

12:50

Thank you very much indeed. I've made a note of that. Mrs. warfel missable as well. I've made a note of that, but if I forget to, to ask you to participate, then please do remind remind me. Thank you. Thank you. All for Town Council. I think you're represented here today.

13:17

Yes, good morning, sir. Ladies and gentlemen, Maryann fellows, residents of the area 50 years and elected representative of over town council and a community representative. Thank you very much obliged.

13:33

Thank you. This stantec representatives day. Good morning, sir. Mind Ben Stafford. I'm a solicitor at going wlt I'm acting for the Suffolk Constabulary. stantec are named on your agenda. There are another specific contemporaries. consultants, and I'm joined today by detective Chief Superintendent David Cutler of the Constabulary will speak to relevant matters as well.

14:03

Good morning to you both and welcome. Can I just I didn't catch your surname. Apologies Stansfield. sdnns fit LD. Thank you. The reason we put stantec on the list was because it appears that stantec is actually the registered interested party rather than the can start reading it really matters but that's that's where we where we got to that I have both Thank you very much. Not filling them that are watching, listening and we'll read the notes I understand it NHS northeast Essex insertion Suffolk and West Suffolk. I haven't laid them Mr. Bedford for Suffolk County Council Suffolk County Council again to look after them as they're happening in the whole state represented here today. Good morning for Yes, you've got Sarah Fitzpatrick from Norton rose Fulbright. As a barista and head of planning at NRF, and I'm representing the evening on this date. Thank you very much. So I didn't catch your surname as well. It fits Patrick fit VAT or AC UK. Thank you very much indeed. That's fine. Stop sighs We'll see. I think I have seen that you're here. Could you just confirm that?

15:27

Morning Mr. Brock. Good morning examining authority. Yes, Addison grounds from stop sighs We'll see. And we are participating today, we're reserving the right to comment on the proceedings, if that's appropriate.

15:42

Thank you, thank you very much. This Sage here today or StG? Care pass onto task in that case, whose record who is going to be speaking on their behalf, please.

15:59

Hello, this is Chris Christopher Wilson, representing tasks by looking to speak on section 106 agreement and reserving the right to raise issues if as and when they arrive. Thank you, Mr. Wilson.

16:19

I don't think I saw Network Rail on the actual attendance list of the case team, please correct me if that's wrong. Very good. There are some people in attendance today who have you can switch off your camera, Mr. Wilson, thank you very much. There are also people in attendance today who have made a request to speak at this hearing. But they were not on the list of invitees, who we set out in our detailed agenda, I'm not going to ask you to introduce yourself. Now it's not because you're not important. But just because I'm sure you will know that you're here. If you decide to speak at an appropriate moment, I would just ask you to introduce yourselves as the first time that you do so give your name and the names of the organisation or people who you represent. Very good. That completes the preliminaries. And we can now turn to the substance of today's Ice Age, which is under development, consent order, and the deed of obligation of all however, that turns out. Mr. Brock, before you want to move on, I think Mr. benford has raised his hand he might want to be Thank you, indeed. So it's one long list of people's I didn't see your name out there. Mr. Bedford. Thank you, Mr. Moore, Mr. metha business to better understand you. Thank you.

17:51

Thank you, sir. Michael Bedford, Suffolk County Council. Just so briefly, although there have been some dialogue between the County Council and the various NHS Clinical Commissioning Groups. I'm not actually instructed today to appear on their behalf. I think they may be attending themselves on Friday. But just for the record, I'm not actually representing them.

18:15

Thank you that well, that's helpful, and it's good to be good to be clear on that. I much. Appreciate that. Thank you. Very good. I think just rearrange my screen for a moment. Bear with me.

18:28

Participants.

18:33

Very good. Okay, we're going to start largely in the development consent order, and I get to give everybody a list of the documents which you're likely to need for the whole day. So, you may want to get a pencil and paper out you will need to have the I should be referring to the development consent order itself. I am going to refer to a track the track change version which compares revisions four and three so because it's easier for me to see what has recently changed and that is document read two hyphens 013 rep two hyphens 013. I will also be referring to the explanatory memorandum, the latest version of that which is wrapped to hyphen oh one seven. I will be referring to the outline landscape and environmental management plan, the latest version which is wrapped two, hyphens 010 rep two

hyphens 010. I expect to be referring also to the construction decoder construction practice. Got two versions on my list as 273 as 273 and rep 2057 rep 205 Seven I hope also be time to look at the Bat mitigation strategy, which is app to five to a PP hyphen 252. It would also be helpful if you have available the chapter on terrestrial ecology and ornithology of the environmental statement, the latest version of which I think is a s 033. As 033. There are drafting notes which have been supplied by the applicant in replies to examining authorities questions and other requests or information that we've set out the drafting notes are wrapped to hyphens 011. And then last but not least, there is the deed of obligation, which is rep three hyphens zero to seven. I hope that's it. See how we go from here. So Mr. Phillpotts, I think it would, it would help me and I hope it would help you and maybe others if you are, or those who are speaking at the time, on behalf of the applicants are on the screen. And we will ask other people to come on the screen at the time at which they are speaking. I hope that's all right with you and with others, if you're simply not on the screen, it's not that we're not paying attention to you. It's just that's the way in which things have to have to be done. When we're not all in the same physical room together. We're still what I want to raise the matter which actually is not on the agenda. And I apologise that it's not on the agenda, but it's arises out of the draft, DCA, so I think it's legitimate for me to raise it, and it's important. So if you can pull up your copy of the of the decio. And I'd like you to turn and your clients turn to articles 53 and 54. I'll give you a moment to turn those up.

22:21

It will whilst you're doing that, just to say to the to Mr. Fuller, Mr. Tate, I'm expecting that you are following what we're saying and what I'm raising in relation to the decio quite closely. So I hear that you're there with us in articles 53 and 54 as well. Mr. Mr. Philippon, if I look at articles 53 and 54. These could create new these great criminal offences. If we look at 53 it says any person who intentionally obstruct any person acting under the authority of the undertaker, in setting out the lines of or and constructing the marine works or the authorised developments, or without reason excuse interferes with the list of stuff in relation to the marine works, all the authorised development shall be guilty of an offence and liable on summary conviction to find not exceeding level three. And then we have other offences obstruction of officers in Article 54. As I don't think I need to tell you, but it's in your clients explanatory memorandum, section 120. subsection eight of the Planning Act 2008 strictly limits the creation of new offences, they must meet the tests in Section 120 subsections three, and in shedule five para 32 B. If we assume that section 120 subsection three is met, then paragraph 32 b limits the new offences which are permissible to ones which are in connection with the non payment of tolls fares or other charges, a person's failure to give the person's name or address in that simulation depends penalty affairs, the enforcement of bylaws or the construction improvements or management of a harbour. Now, if I return to Article 53, that is creating offences in relation to marine works and to the authorised development. The My question is, how are those all within paragraph 32 B and I'm going to take it in parts. So first of all, are all of the marine works the construction improvement maintenance or management or harbour?

24:55

I'd love to be able to just trot all that out of the car. But without notice, I'm afraid I'm going to have to check those. The intent, clearly is that these provisions are intended to come within the exception that you have identified. But I'm afraid without prior notice, I wouldn't want to just volunteer something without checking out all of that. That's certainly the intention. If the drafting does need any attention in

order to pull the outcome within the exception, then we will do that. So my tie, take that away. If I'm able to provide an answer to you before the end of today's hearing that I will do so. But I'm very wary of just trying to volunteer something which may or may not actually be helpful.

25:44

Maybe that's how I can help you if you turn to Rep. 2017, which is explanatory memorandum. That tells me that the whole of Article 53 is within paragraph 32. b. If we leave the marine works on one side, how are the authorised works within paragraph 32? b.

26:07

So that's what I that's what I indicated. I'll need to back to you on the specific drafting. This is not something that I'm afraid that I have prepared by reference to the agenda.

26:20

Yeah, exactly. It wasn't, it wasn't on the agenda. It's, it's, it would be good if we could look at that and deal with it to today. Yeah, I just want to draw attention to the fact however, that you ought to look also at paragraph 828 of the explanatory memorandum. And if you wouldn't mind doing the same process in relation to Article 54 as well. I'd be grateful for a reply on that one. Thank you. Sorry to spring it on you, but it's an important one. Let's turn now to the question of securing mitigation to the construction practice, oh, lamps and the related documentation. And we may also this look at reasonable endeavours in general accordance of standards. But let's start with requirements. I want to make check that I've understood understood how this is how this is running. And I want to start with the restrictions on commencing the parts nots loophole. So if we turn to sheduled, two, and paragraph 1.5. And requirements three as well, that would be helpful. And you got a little bit of time to find it because I too am scrolling down the document to get to the right page.

27:54

I'm sorry. So well, people are finding that page. Man, I comment I have had my hand up for a while, sir. Thank you very unfollows.

28:03

Castleford Do you mind if I approach fight if I carried on with my with my flow, I'm going again, to do that. I will note the fact

28:10

it was just justice to say that I'm very sorry. But I'm to assist those of us that are amateurs. And I do apologise, I was going to comment that I couldn't find article 53. And it would be very helpful for me, if you could give the page number, your list of documents was extremely helpful at the beginning. And I have those here to hand and I've diligently been scrolling through them. And unfortunately, the agenda doesn't have articles, the search function can't find an article. And I'm sorry to interrupt, but I didn't want that to continue for myself or other people throughout the day. Thank you, sir.

28:49

Just to be honest, it's not going to be possible for me to give you a page number because some people will be using different electronic versions. And some people were using paper versions. The conventional way in which we deal with this is to refer to the to the articles, which are which are their world let Mr. Philip out. So we're back in sheduled, two in paragraph 1.5 or 1.15. Yep. And the council's I'm going to ask you in relation to this as well. One five says for the purpose of discharging requirements in phases the undertaking may submit details including plans or plans, identifying a part or part of any sites to which each phase relates and then if you if you look forward at article three, for example, that has sorry, not article three requirement three, no part of the terrestrial works may be commenced. So it's the no part approach. I simply want to ask the host authorities so that's East Suffolk and Suffolk County Council Are you satisfied with restrictions on come? management's have parts, rather than the whole of the authorised development in all cases, and how do you understand parts are going to be identified? Who would like to go first Mr. Tate or Mr. Bedford? Hello, Sir, shall I go first? Mr. Walker? I've gotten that you designated for this part of the examination.

30:39

Thank you, sir. Angus Walker for a Suffolk counsel? Well, again, this is a bit of an unscheduled question, and therefore I'm not totally prepared. Normally, the in a decio, the parts of the development that the is divided into would be either agreed with the local planning authority, or at least specified

31:04

to them. But I'm not sure that this decio does have that obligation.

31:12

But it is quite normal to have parts and then to have documents that refer to a particular part only.

31:24

Well, maybe you're not quite going consider if you have happy word, I think I'm your development of this site is going to be difficult for you to restrict absolutely everything before it goes. On the other hand, that often is the way to deal with things. And it puts a lot of puts more pressure to be honest on on developer to get things right before they before they get going. And you have the question as to how you how the parts would be identified. With let's hold that thought about abandoned identification in relation. So there's anything else you want to say about that point. So the reason I'm gonna turn

32:04

on that point, now, we do have a number of points to make under the this item of the agenda, but I'll wait until you till you invite me to make them. Very good. Thank you. I've got you on that. The county council how what's your view on parts or hold and identify them? Thank you, sir. Michael Bedford. So I think in terms of the detail, would prefer to reflect on that, because I don't think in terms of our current thinking that it's necessarily a one size fits all, particularly the example you've given a requirement three, we are expecting some revise wording in relation to requirement three In any event, so that might alter how that works. But, in principle, we would agree with Mr. Walker, in terms of the point that it shouldn't be an issue as a matter of principle, allowing for approval of part. But clearly, there's a question of making sure that it's properly integrated, and that there is a mechanism for identifying different parts as they come forward. That's all we take the stage.

33:22

Thank you very much. It's helpful to identify that that principals to fill pot is there anything you wanted to add to that or response to?

33:32

Well, so the only thing I would say is that if one looks at one by shedule to water is necessary in terms of discharging a requirement in phases, isn't the undertaker has to submit details including a plan or plans where appropriate to the discharging authority identifying a part or parts of any of the sights to achieve phase relates. So the mechanism for ensuring that the discharging authority is clear as to which part or parts will be covered by any particular application for discharge, I think within the draft, and that certainly the intention that we have made very clear in the application to relates and as you've anticipated, so the the generality of this is it on a project of this size and scale, this duration, and over a number of individual sites. It's not going to be realistic to identify all of those paths this far in advance and therefore the flexibility which is built into this is an appropriate level of flexibility for this scheme. Okay, can you just give me the rough reference to which you gave me the that's paragraph one, five and sheduled two, for those who are following in the trash version, it's page 70.

35:04

Thank you very much. Very good. can move on to requirement 14, and landscape and ecology. And oh limps, please. Sorry, Mr. Brock,

35:21

just before I do, can I just pick up on the IPS concern, those that are not familiar with going through DCs about how best to navigate it. I don't know what others do. But there is certainly the if you look at the contents at the very beginning of the document that sets out the different sections. And it also gives a page number, at least for that particular part of the document. And my version does have page numbers at the bottom of the page. So if I hope that helps for people and because it is important that they do follow what's going on here. So I hope that helps a bit.

36:10

As we go. Thank you very, thank you very much. IQ IQ hope that Hope that helps. One of the points about an open hearing is that people can see what is being done. So landscape and ecology. Mr. Mr. Phil, part and requirement 14 Am I right, that the only landscaping area which is controlled by requirement 14 is the landscape restoration area, which is defined in the decio.

36:46

So on this, where we go into matters of this phone game to ask for Mr. Matt sharp, Matthew sharp of quad, who is one of the identify speakers to help you with the data. He's much just as a general point of stage, when it comes when it comes to map the the detail of the mitigation measures and how they fit together with the requirements and the plans are likely to turn to him on those things, because that's his particular area. So I'll pass it back to Mr. Shaw. Absolutely. Fine. Thank you. Good morning. Good morning.

37:29

We got the feedback coming around on your system. Let's keep going as it goes away. So I got this write that article that requirement 14. The only landscaping area which is controlled is the landscape restoration area defined in the decio.

37:52

Yes, in respect of the main development site, that's correct.

37:56

Right, okay. And sorry, yes, it's the landscape restoration area defined the DCU which is only to be found in the main development site, is that right?

38:08

What it requirement 14 relates to the main development sizes? And then the landscape restoration area as defined in the DCA. Thank you.

38:24

And the lamp, which is derived from the old lamp? I see this comes in at little Romans seven of 14 one. So that is a subsidiary part of this. Do you call it landscape and ecology scheme? I got that right. Yes, correct. Okay. Is this the only place in the DCA where the old lamp operates?

38:58

Yes, that's correct. And so the old lamp provides the sort of the general principles for what the more detailed landscaping ecological management plan would need to set out. And so if that's the sort of strategy for, for the management principles for the landscape restoration, that landscape scheme,

39:21

okay. We got two other old lamps, we've got the one for the two village bypass and the one for the sizewell link road. Correct, where where is the requirement, which ensures that those come into play and the lamps which flow from them are complied with please.

39:45

So my understanding is that requirement 22 A relates to the Associated developments, the landscape works. So that's where those further landscape management plans would be. secured. I can see from the drafting we say, the ecological management plan. So it may just be that there's a an inconsistency in terms of the document title of the document referred to in the requirement. So we can certainly clarify that point in the next draft of the DCA.

40:18

Yeah, I mean, the terminology is is important. And I would be grateful if you would make that clarification. Could you but but as I'm looking at it now, what is the intention of 22? a, are you saying carried out in accordance with the to village bypass olympe, or the limp which flows from the to village pass and might pass olymp

40:41

The intent is for it to be for the old lamp to be secured. And that's principally because the lamp contains all of the details necessary to secure mitigation on which the ies relies on. And so there's no further sort of detail to this, this being referred to as part of a subsequent approval in that extent. And so it is a compliance requirement.

41:06

Okay, so the so the OMB is in actual fact, a lamp, it's not an old, it's not a new lamp bypass. And likewise, for the sysvol link raid. Correct. Okay, thank you. I hadn't appreciated that. But that's one of the things which is good to tease out as an issue specific hearing.

41:43

I want to go back to the, to the original alien, the one which we are, which we've always had, and which is I think I've now understood it is an old lamp, and the lamp flows from it. Yes, that's the opening sentence of that says the outline landscape and ecology plan seeks to provide clear objectives and general principles, the establishment and longer term management of a landscape. And ecological mitigation proposals identified for the area within the size will see application boundary, following construction of the size, we'll see power station. However, what you told me earlier, is that article 14 only applies the lamp into the main development site. Which of those two statements is right, the first sentence of 111, or the way in which article, regular requirement? 14 runs, please.

42:40

So I think I think there's two two points here. So the first one is that the landscape design proposals that are secure five, requirement 14, is limited to the landscape restoration area. I think in terms of the area of land that the lamp would relate to, I think, because of the sort of interaction between sort of areas of ecological mitigation and there would potentially be a slightly wider area. But I see your point that there's a there's a mismatch between the area that the plan relates to versus the requirement drafting. So that certainly point written clarify, just to

43:27

know, just so I understand the intent, and the scope, when somebody was writing the the the old lamp was was the intention of that, that it applies over the over the whole development?

43:42

Correct in terms of how it's managed? Yes, that's, that's, that's, that's correct. So that that dilemma was intended to cover the entire site. In terms of work, what I say the main development site,

44:06

I'm confused again. Now. What is it is is the old lamp covering the entire development made development side and the associated sites?

44:17

No, I believe the level is principally related to the main development site, there may be some interaction with some of the associated developments that are nearby to the main development site. But we can certainly clarify that this point, just it's

44:38

just that you're the first sentence I read in the old lamp is that it's its establishment principles for the management of long term management of the area within the sizeable c application boundary, which is obviously huge. And goes well beyond the main development site. That's understood. I think, you know, either it's welcome. If it covers if it comes down. Whole but if it's intended just to cover part you need to be clear about about this thank you and whilst we're in the area numerically of 14 and a requirement 14 would you look with me please requirements 14 A and 14 B. Now 14 hours about fen meadow and 14 beers about what we've learned which are both components in the cycle of marches triple si 14 a says vegetation clearance within sizeable marshes triple si in connection with work number one must not be carried out until various things are hand 14 B says vegetation, plants within the size of the marshes triple si must not be commenced. Until the wet woodland strategy pounds has been submitted. I don't see that as a justification, or what I understand the moment in 14 A for limiting 14 A to clearance in connection with work number one, a sure it's any vegetation clearance within within way that should not take place until you've submitted the fen Meadow plan.

46:31

I think the intention is to link the trigger to the works that would you know, create the impact and so so the trigger is intended to prevent vegetation clearance within the triple Si, which is the reason for that the mitigation strategy being proposed. And so it's specific to vegetation clearance within the triple si. Yeah, but

46:57

it doesn't it doesn't need to be limited to the work number one a vegetation clearance when you get a 14 B, you've already conceded that 14 b does not need to be limited to work number one a vegetation clearance. Yeah, I see your point. Thank you. Can we look now at a sort of wider and more more general issue, which is that was entered the general accordancy which comes up quite a lot in various documents. And I would like Thank you, Mr. Philip, for coming back. Short, you're welcome to stay if if that's if that's appropriate as well. That's absolutely fine. But I want to ask is Suffolk counsel? First First of all, so if you could come back onto the screen that would be helpful. A number of occasions we see that things could be done in general accordancy with a plan or or or a document or a scheme. What is your view on the appropriateness of that please?

48:07

Sir Angus Walker for you suffer counsel. Yes, in general importance is mentioned quite a large number of times in the decio.

48:17

We have sort of exchanged positions in our written submissions that we think just leaving it as general accordancy is too woolly and allows for departure from what's shown in the things that it's supposed to be in general in accordancy with the applicant has come back with some wording to define what

general accordancy means. This is in I'll give you a reference Rep. 3046. Commenting on answers to question decio 1.158, which is on page nine. Well, page 97 is called page 97. But there are a number of sequences of pages in that document. So that's not very helpful. Reference anyway.

49:06

It's DCA 1.15858 things. What are they come back with Mr. Walker?

49:12

So they have come back? Well, we put a definition of what general accordancy should mean to them. They have come back and have agreed with it, except for one word, they've added an additional word. So where we said general accordancy means it must be consistent with the document. They put substantively consistent. So we're currently considering whether that just gets them back to the original position where they can wriggle out of that, you know, it's not it's not tight enough. But we haven't got a concluded view on that whether we are going to accept substantively or resist this. But that's where we are at the moment on that issue.

49:53

Why do we have general in there at all and I will come to you about this new way.

50:00

We'd be happy if the word general was removed. That would simplify things a lot. But as an alternative, if they want to keep that phrase in, then we'd like a definition of it, which makes it a stricter adherence to the thing it's being in. It's in accordancy with whatever it is. So we think substantively might just get them back out again, you see what I mean?

50:26

But remind me if you could, Mr. Walker, if it's possible, what was the particular scheme or document with which this thing was to be generally in accordancy with always there's a wide question which were asked, which is whenever it's mentioned in the DSU, General accordancy. Okay, thank you, Mr. Phillpotts. What do you want to say about this?

50:52

So yes, I'll take this in stages. If I may. It's right, Mr. Walker helpfully get the reference that we've had exchanges on the idea of defining what general accordancy means because it must mean something other than in accordancy with produced elsewhere. And so we thought that there was some merit in the idea of therefore defining what it means. But of course, the reason it's there in certain places, is to fulfil a particular purpose. In other words, there are the instances where it is used, it is felt that that is appropriate rather than in accordancy. And that's why we thought that it's helpful, therefore, to have a definition. Of course, if you're going to adopt that approach, the definition that is used must properly reflect the purpose of using it. In other words, if you just define it in a way where it would mean the same as in accordancy, then you don't meet the underlying objective. Now, what we want is to form a view about the underlying objective. But if you're going to accept that, then there needs to be a difference between general accordancy and accordancy. That's what I would start with. And we have added the word substantively into the definition, though substantively consistent. And I'll just explain

that the rationale behind that. The idea is that you can be not in accordance with something even if the degree to which you are not in accordance with it, it raises no issue of substance. And I'll give some examples of that in a moment. So there may be a departure from something but it may have may not be a departure of substance may be inconsequential. And it may be one of those things that if someone looks at it all the time, they say, well, that's not a material or substantive departure. So the idea of inserting the word substantive is to differentiate between those things which are not in accordance, but where the difference is just not substantial, doesn't raise any substantive issue. And those things which are not in accordance, and where an issue of substance arises because of the departure. And it may help to illustrate that by reference to a particular example of where it's used. The first context is in compliance with certain control documents. And so, it may be helpful in this context to look at it in the light will say the code of construction practice, because of the code of construction practice is secured by requirement two to two, and the construction must be carried out in general accordance with the code of construction practice unless otherwise approved. Now, what has been learned from the theory of Hinkley Point C, is that if you have undue flexibility or lack of clarity in the code of construction practice itself, that causes difficulties for contractors because the contractors must comply with the code of construction practice. And it helps them to have something which is clearly and simply drafted. So it within the code of construction practice, for example, there's a requirement that wheels of vehicles that enter the site must be free of contamination before they arrive. No one can see that if you had some minor element of contamination on a wheel, which in other words is not it's not entirely sparkling clean. But if there's nothing which anyone would cause any concern about, you may be in breach of the code of construction practice taking Literally, but the breach is not substantive. And therefore, for the contractors, it's helpful to be told you must keep your wheels free of contamination rather than something which is more opaque. But whether a criminal offence should be committed in those circumstances is another matter. And so the benefit of having general accordance in the requirement is to allow for clarity in the control document itself, but to ensure that any breach of that which is not substantive in nature does not give rise to a criminal offence. So that's the first type of situation in which general accordance is us. And of course, if you

55:48

guys stop Safi there from it. But the problem though, isn't caused by a requirement to do something in accordance. It's because the draughtsman Earth is cicp has chosen the word contamination. It was drummed into me a long, long time ago, by some environmental lawyers, that I can contaminate a cup of coffee by putting some sugar into it. It's no longer totally coffee, it's contaminated with some sugar, but I haven't polluted that coffee. On the other hand, if I put some mud from the road in there, I have both contaminated and polluted it.

56:30

If I if I may, with respect, that doesn't answer the issue, because it's to do with minor inconsequential levels of whether you call it contamination, whether you call it pollution, the benefit is having something in the code of construction practices itself, which is clear, and which the contractor therefore must comply with that if the departure from it whether the speck of dirt on the wheel is regarded as contamination or pollution doesn't answer the point. The point is, if it's not substantive, then it was it may strictly be not in accordance with the code of construction practice, because it is substantively in importance, there's no breach of the requirement. That's the principle. Now I've taken that as an

example, from the Cato construction practice. But that's the general theory behind that first way in which it's used for compliance with certain control documents. It's also used and this is the second way in which it's used in the DCA is in the context of subsequent approvals. So here, one might look at the run of requirements starting with requirement, it 11 and going through 1212, A, B and 13. And here, the requirement is to be in accordance with plans and detailed detailed design principles, but where you are dealing with areas where detailed design has not yet taken place, then you have general accordance. And the idea behind general accordance in those circumstances where you haven't had detailed design is to allow for the possibility that there may be scope for improvements on those matters, which is out in the detail design principles in the period between authorization of the dceo and implementation or finalisation of detailed design, which are don't give rise to new or different environmental effects and may be preferable. So for example, the availability of products at any particular point in time. And in those circumstances, General accordance as defined. In other words, only if it's not substantive only if it's not substantive as a departure allow some limited flexibility to enable that to happen without breach of the decio. And of course, in that context, one would need to have regard to the approving role of the discharging authority, which ensures that if there is any minor deviation from detailed design principles, that that wouldn't be substantive, they would police that use of the term general accordance and therefore they will be in a position to judge it. The third context is, in the context of illustrative have informed the environmental impact assessment and So, requirement 12 see, by way of example, main development site tripolis I crossing that that is required to be constructed in accordance with details which have been submitted and approved. And now the power to set certain parameters and those are fixed. Those are the parameters used for the purposes of environmental assessments, but then to one must be in general accordance with certain illustrative

1:00:41

details that have been used to inform the EIA. Now, General accordance in relation to the illustrative design allows for the completion of the design development process. And, and as defined any deviation from the illustrative design wouldn't be allowed, if it gave rise to materially new or materially different environmental effects. But it again, has that limited degree of flexibility in terms of the detail designed to allow for changes, which may well be beneficial, and that's the most likely circumstances in which some on some minor deviation would be proposed. But if it's not beneficial, or if it's regarded as substantive, then the role of the approving authority in those circumstances is again, to police the operation of the provision. So hopefully, that helps at least lay out the thinking behind it. It's used in different places, but it's used for specific purposes in each case, but subject to limitations both by reference to the term as defined as now appears to be defined, but also where appropriate by reference to the not environmentally worse than style drafting.

1:02:06

Yeah, I'm in problem low, Mr. Philip waters, that the main number of the documents which you're referring to, as ones which are, in which the the verbs be in general accordance with are themselves very, very general. And they are documents which some of them like the controller construction patch, that then give rise to much more specific documents, which sit underneath CAC EP. Now, if you've got a specific document, your be in strong accord or you're doing your own in strong accordance with

1:02:46

what one comes back for this this issue. So, if it if it emerges on a particular day or a particular instance on a particular site, that there is some minor and non substantive deviation from the control document itself, then should that be a criminal offence, that that is what we're seeking to avoid. So that the criminal offences are not created unnecessarily, clearly, if there is a departure which is started, then that gives rise to a criminal offence and we regard that as appropriate. It's only where the departure is not substantive, that that would not not arise, we regard that as being appropriate, so that people are not criminalised unduly easily.

1:03:41

No, I I hear your point in relation to that. I hear your point. I mean, let's just help me here. Mr. Philip was were genuinely genuinely puzzled by this. That if I say Monday, on Monday, the weather was generally dry. I know what that feels like. Because I can test it against what I already know. If I say However, I'm hoping that Wednesday will be generally drying. That's much more difficult, because I don't know the parameters of generalism at that point, and you're asking the authority to be looking at ploughed, which is coming forward. And so is it generally in accordance with this this? For example, the construction practice. How does that how does that how does that how does that really play out when generally is a backward looking standard, or test?

1:04:54

You'll forgive me if I haven't properly understood the point but let me answer as as I understood the way it's the way It has put so far as breaches of the code of construction practice and therefore, breaches of requirement. Two are concerned. And one would need to be looking at a situation where a breach has been identified, it's been brought to the attention, say, of the local authority, that something has not happened in the way that it should happen in accordance with the code of construction practice. The, in those circumstances, the authority would have to make a judgement as to whether or not that was sufficiently serious that it wish to instigate criminal proceedings, as opposed to taking some other lesser measure, which we hoped would be the first port of call to discuss it with the Undertaker and to look at less draconian measures. But if it came to the view, that actually there was a need to consider criminal proceedings, then necessarily he will be asking yourself is that in the public interest? He would have to look at the circumstances surrounding the incident in question in order to do that it's necessarily backward looking to that extent. But if having looked at it, they came to the view that Well, yes, there was a departure, but it's a an immaterial departure. In those circumstances, they may conclude if the drafting remains as it is, that actually that there may have been a departure from the construction practice, but not a criminal offence, that effect not a breach of the requirements. And it may be that they either decide no action is necessary or that some lesser step is written or solicit. So So when it comes to a control document, I don't you don't argue about that it is backward looking as being an issue. But that's the case, even if you're looking at a criminal prosecution, when it comes to matters such as judging whether the details that have been submitted are in general report, once you have the details, you have the details, whether it's a plan, or or something else, then you form the view based on what you have. So to take your weather analogy, you have in those circumstances, a 24 hour description in detail of what the weather is going to be. And you form a judgement as to whether that is or is not, in general accordance with the relevant benchmark. So in those circumstances, that again, if I've understood the point correctly, is not a practical issue. So I hope that you're satisfied. You're not at least I hope I've understood it. Yeah.

1:07:52

Yeah. Thank you. Thank you. Yeah, I've got your explanation. I'm going to come to this to walk and I just said, I do see there are a few other hands up. I am engaged by Mr. Walker and Mr. Filbert and I am having the discussion at the moment. And I want to conclude why I want to bring that to a point and then I will ask other people to come in. Mr. Walker.

1:08:21

Thank you, sir. Angus Walker is Suffolk counsel. I don't think we need to worry about general accordancy anymore, given that the applicant has proposed the wording, which effectively replaces it was substantively consistent. So but and I recognise that substantively is a bit more precise than general. But we will have to take away whether we're happy enough with that, or whether we have some alternative wording, we could say

1:08:55

thank you. We're generally disappeared and that we are now with substantively consistent as a replacement for general but

1:09:02

it's not it's, it's defining what general accordancy means and therefore is effectively if you substitute definition for general accordancy, you end up with substantively consistent Okay, thanks.

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Hi correctly understood that. Sorry, has Mr. Walker correctly explain what your position is,

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is the Walker has Yes, as he indicated by defining the term to understand what general accordancy means, you look to the definition, it talks about substantive consistency and therefore that that is as intended. A more precise and hopefully workable phrase than general accordancy undefined. Right.

1:09:48

Okay, so one of the other herstal authorities would like to make a point at this point, my Mr. Bedford, I see your hand has recently on it.

1:09:58

Thank you, sir. microbead Suffolk County Council just briefly, we work in tennis, I think with the suggestion that he Suffolk council had put forward originally to provide a definition of what general accordancy meant. We haven't, I think, formed a concluded view on whether the applicants edition of substantively is helpful or unhelpful, but one point that it's probably just worth keeping in mind, albeit that clearly the section 161 offence creating provisions are an important backdrop to all of these requirements. Obviously, section 164 creates an offence if a person does something without reasonable excuse, and some of Mr. Phillpotts examples of possibly a little bit of mud on a tire, etc. might not actually passed the criminal threshold, if somebody had driven through something which had put some mud on the tire on the way to getting to the site in question. So So what, what's this got to be

careful not to have too much flexibility in these terms, particularly given the, again, the importance of ensuring that everything that is done doesn't stray outside of the limits of the environmental assessment, of the impact and so on, which was the reason why we had I think, wanted to see a bit more precision.

1:11:28

Yeah, yeah. Thank you. That is helpful for me. I've got Norton rose, I think for having him hold on the line. I will a hand up.

1:11:47

Yes. Hello, sir. I'll make it very brief. So in terms of the definition of general accordancy, we're not convinced that it's necessarily appropriate to have words like general accordancy, or perhaps even substantively consistent, although I haven't come to a conclusion on that, where you have the creation of a criminal offence, because of course, if there was any doubt, then the doubt would be given to the defendant who would be *sizewell c CO* in this case. I mean, obviously, it would be a matter for the will be all thorty if they were going to prosecute and that that decision would have to be taken in the public interest. So I think it is slightly problematic, introducing such a broad judgement in relation to a criminal offence. And I'm not sure substantively consistent quite gets us home, although I was of course listening to Mr. Philpott when he said that really what they were talking about was, quote, minor and inconsequential. He he said those those words, and perhaps what what we're talking about is something akin to the sort of non material of amendments which we might get in it in a planning commission. So it may be that there could be some finessing of the wording so that it's it's clearer, minor and inconsequential. The other point we would make is, of course, other DCA O's do have requirements to comply particularly with the code of construction practice, and Hinkley Point C is an example of that in accordance with rather than than in substantial accordancy with and those dtos all seem to be coping, as far as we're aware. Thank you.

1:13:47

Thank you. Just your point about the criminal test is that it's going to be proved beyond reasonable doubt. So in actual fact, the lorry driver who's got a speck of dust is has got another another line of defence. Yeah, I'd say, sir. Thank you. Well, let's see how we go. Mr Goyder. Thank you very much. So we've been talking about consistency, and which seems to me we've been ignoring the elephant in the room, and I'm grateful to have the opportunity to to draw attention to it. We're talking about commitments made by what is described as perhaps appropriately as the undertaker who later is described as the applicant or the developer, but my challenge is this. We have Mr. Phillpotts and Miss Mr. Sharp. Who are they speaking for? At some point, it seems that they're speaking for EDF with all the competence of a company that's already been involved in building other power stations but at other points, they're talking on behalf of the formal Undertaker, which is an n b. s said C, and nnb. Acid C is, at the moment a shell company, it's a ghost company. Its directors come and go. Some of them are Chinese, some of them are French, some of them are British and part of EDF. And but we are relying on the commitments that are made by a company whose owners will determine what they ultimately do at a point when we don't know who their owners are going to be. And my plea to the Inspectorate is, first of all, that you challenge them on this point, and you challenge them on how they can make commitments, when we already know that the majority owner of this company has said, it has not got

the financial strength to finance this project. And the minority owner of this project is is an organisation whose leaders master because of where they come from the card carrying members of the Chinese Communist Party. And in those circumstances, and also,

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Mr. Good, I'm just I'm just going to ask you if you could wrap up those coming up, because I have got I've got the point, which I think you'll make Thank you very much.

1:16:18

Well, in those circumstances in particular, sir, I would suggest that this is very different from Hinkley at Hinkley. We know that the company which won the planning application actually bore the costs of it overran here, we're talking about a company, which has already got assurances that it's the taxpayer and the electricity bill payer, who will pay.

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I've got to ask you please to wrap up your remarks because those are, those are things of which we are aware. And it's part of the reason why we pay special particular attention to the terms of the development consent order, if I can just I perhaps I can help you. The decio is granted to the undertaker, The Undertaker is the name person, the undertaking could change to somebody completely different. That there's a provisions which for transfer or the audit to to somebody else. Partly because of those things, it's very important that the requirements and all the articles of the decio are are effective and well examined.

1:17:30

Can I ask one question, sir, in relation to that, is it possible for you in in the determination, your arrival to make it in some some way conditional so that on key points were changes of ownership would be absolutely critical, that your permission is provisional, until the evidence is clear who the financially robust owner is going to be?

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We'd have to look at the what I call the alienation provision says for the transferring the unsaved and somebody else the sector safety is I think involved in in that in that process. And you I expect Mr. Phil bottle one of his colleagues can suppliers at a suitable juncture with the reference to the particular article, so have a look at that and see if that is something on which you would like to make comments in addition to what you just said, Thank you. Perhaps you could also clarify to Mr Goyder who it is that's instructing you or we respect by Herbert Smith, but whoever it is, you're both on behalf of

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on behalf of the applicant. So, the the answer to the question about consent to transfer benefit of the order is that that is governed by Article nine, which is the undertaker may with the written consent of the Central State transfer to another person any award of the benefit of the provisions of this order. So, so as you indicated a moment ago, in your explanation, there is specific provision within the order that deals with transfer of the benefit. And that is something with the Secretary of State acting in the public interest has a decision making role instead and the shaker is defined in Article two, to mean the

applicant In other words, NMB generation, company size will see limited or any person who has the benefit of this order in accordance with Article eight benefit of the order and article nine consecutive hours for benefit of the order. So I appear on behalf of the applicant who is also at the moment The Undertaker, they are one of the same but it is And fair to note, both in Article nine there is provision with the Secretary of State's approval for benefit to be transferred. And also in Article eight, that certain works are also for the benefit of other named parties. So for example, the railworks. Benefits network.

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Thank you very much. counsellor fellows, you've had your hand up patiently as well. You'd like council fellows. Yes.

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Thank you, Mr. Brock. do appreciate the opportunity to address you, Councillor Moran fellows on behalf of over town council. It is specifically relevant to the matter you're speaking about currently on the agenda. So over time Council is very concerned about the weakness and lack of certainty at the parameters that the language of the decio includes. And I'd like to specifically to comment on general accordance and also reasonable endeavour. I don't know if you you'd finished talking about that. That was

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we hadn't got reason windows, if you're in the same mind, if you could justify what you're gonna say to the to the general coordinate other points to make about language later.

1:21:25

Thank you. And and I hope this is to assist you and and the process and that is my intention. So, General accordance, Palmerston North Wind Farm, evidence that this is an argument that a condition using the phrase, General accordance actually failed the requirements was speciality, these specific at all clarity, and accuracy of expression and certainty. The guidance also goes on to say, how much scope for variation or deviation that this phrase includes is quite vast. And in fact, cookeville versus Auckland City Council, I know it's a New Zealand example. But it's quite helpful. I think when you read it says that this phrase enables alterations or parameters, and it brings uncertainty, whether something would be convenient, contravened or not. So I don't think it has the substance that we would require. As you know, draughty CEOs do need to be specific, and have a sense that we can trust that it's not going to be subject. And it's impractical to be subject to lots of other discussions and negotiations at the time. So general accordance is not something that we feel is defined sufficiently to give us that trust. It also goes on to talk about it can be used for non material, but it shouldn't be used for material changes. But as you and I both know, that is also a subjective phrase, whether something's material or not material, and is not always agreed by all parties. I'm heartened to hear the use of the word substantive perhaps. But also this phrase, if you look at very many different examples, which I have done in researching for today, that too is subject to a lot of subjectivity, substantive To whom? By what time, so, yes, I've got more to say about reasonable endeavour. I would be grateful to do that before 12 If possible, but I understand your schedule. It's difficult this morning, but thank you,

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thank you. If we if we don't manage to deal with both before 12 then please make sure you do put it in writing at an appropriate point, counsellor those guys just don't get what was the New Zealand case that you're referring to this?

1:24:02

Yes, that's Kirksey Oh, okay. He versus Auckland City Council. And the first one was Palmerston North Wind Farm. Pa L, M, er sto n, but I will put those in writing to you.

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If you've got the references to the UK, you've got to get the hang of how lawyers refer to documents. Yes. Thank you. Thank you very much. Okay.

1:24:40

Let me look at the code of construction practice and maybe beginning in relation to that. So the applicant, I'm sure you're paying attention all the time, but particularly the moment So look, each part of your cicp has got its own introduction. And in part A executive summary, we read that the aim of this CAC pays to provide a clear and consistent approach to the control of size. We'll see construction activities on the main development side, and the associate development sites to minimise impacts on environment. And we see the same opening Part B and C. And then we learn paragraph 2.2 point three of the code of construction practice, that this clear construction practice also requires a number of subsequent plans and documents to be prepared during the construction process. setting out further details of how additional mitigation measures would be applied during the construction phase, where such details are set out the cicb details who will prepare such details along with the securing mechanism proposed. So that's clear. If I take the lamp which flows from the old lamp, or which comes through requirement 14, and which also is referred to in the SEO CP. And if we think also about the construction and environmental management plans, and the site specific management plans, so we've got here, Mr. Phil, but a group of the documents, which are referred to and are coming out of or coming under your cscp. And there's also something called the environmental management system. I see that a paragraph 2.3 of Part A, and you've got a plate the plate 2.1, which has got a sort of flow of how these things operate. So the sequence seems to be in the in the sort in the hierarchy, we have a decio. Underneath that we get the environmental management and monitoring plan. Underneath that we get subject specific management plans. And underneath those we get construction and environmental management plans that contractors use the site specific management plans to produce the camps that construction and environmental management plans. Well, I move down into paragraph 2.3 point eight idea I told the the documents, which is the camps and the SSM MPs will be produced and reviewed and approved by s Zed c Co. Which is another name for the applicant was that on a Friday for the undertaker. And I take it the way you say SSC co throughout this thing you actually mean, the undertaker. But but my main question, my question to you here is you've got all of these documents, which apparently are being produced, reviewed and approved all by the undertaker. That's right, isn't it?

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See, when it comes to the way in which these interact? We're going to hand over to Mr. Sharp again, who is the person who's going to be able to give you more accurate information on the detail? That's fine. Shot I think you're Oh,

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my my question to you is how is this appropriate? You've got the applicant producing his thing, reviewing it and approving it.

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So I think there's two sort of points to sort of clarify here is that, you know, with with a project of of this nature, there will be a series of internal documents that the applicant would produce to the contractor understand what is required of them. I think the second point is that the cmcp does say in certain instances, like for example, the noise monitoring and management plan, those those documents would be approved by the local authorities they rather than themselves. And so there are instances where, you know, agreement with external parties is referred to and so there are some documents that are internal that helped the contractors understand what the requirements of the crcp and the ies in general would be. And that's a that's a matter for the applicant to sort of ensure that the contractors probably understand the controls of limits set by the decio. And then secondly, where there are the need for further approval subsequent to the cicp that the CACFP explains who, who and what those approvals would be

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Well, as I'm reading your CAC up, it says very clearly in tariff 2.3 point eight the documents we produce reviewed and approved by SSC. co ck. I my

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concern, frankly, so. So I think I think you have it all that's saying is that documents produced by contractors would need to be approved by site of our C code before, before that submitted. And so that's not a, you know, that's not a general paragraph that says, No document referred to in the crcp would be approved by anybody other than sizewell C. CO is simply a statement to make sure that people are clear that there there is an internal sort of governance process there. But, you know, there are subject specific management plans that are separate to, you know, the approvals that would be sought from, you know, the Suffolk Council, for example, and that the intention of the CCP is to sort of make it clear in terms of the relationship between those internal documents and, and how they would then be used for for monitoring and the like. Okay, well, I

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reassured to hear that there is going to be an element, but yet there is some external control and, and approval of this, I would ask you to check and let us know very clearly how it is that this is kept as cascade of documents, which comes down is properly externally approved or not approved? It's not up to standard.

1:31:46

Yeah. Please

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tell me about the environmental management plans. Because in the decio, I get that we already have an old lamp, a lighting management plan, a lamp that comes through regularly regarding 14, which you and I were discussing earlier? Yes. Yes to village bypass environmental management plan, SLR environmental management plan. I read, I think in the cicp, you're gonna have a marine environmental management plan, and AIDS navigation management plan, traffic incident management plan? Well, I've got 14 of them list listed here. And also as a terrestrial environment, monitoring and management plan. Now is that that is the complete list of what's coming forward to be found in the combination of the decio and the csep.

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And I think if it's helpful, we can provide a list just just to sort of set out what what the plans are and how they how they are secured? Yes,

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I claim the important thing is that we know where to, yeah, we know where to find them for the review, which we're getting out at the moment of the examination, but also that the the enforcement function of the postal authorities is able to know where to find these things. So when so when you produce your lists, can you tell me exactly where they are? where they are in the suite of existing documents? Which which you have?

1:33:35

Yep. And so so the the, the list is presented as part of the the mitigation brief map, but I think in terms of the get a more helpful app before you would be just a simple list of the the management plans and strategies that are referred to, we'd understand well, they are to be found, and yeah, whether whether founded, how are they secured, because a lot of the documents you referred to the marine related ones are secured through the proposed deep marine licence conditions. And so there's a variety of securing mechanisms. And so you can set that out in a in a clear way.

1:34:15

That will be good. And if they're not in, if they're not in the decio, the the DML, which obviously is part of the room as a VCO and they're not in the csep then do tell us exactly where they are and then where and how they get externally reviewed and approved or rejected please. Yeah, I would just chaos also alert you to the fact if you look at examining live examination library. You will find in there that there are one two, the subject shoreline management plan outlines, so a management plan and another one suffer case and he says AONB management plan, which are not based on the word searches. I have been able to do or not listed at the moment in the DCA or in the construction practice.

1:35:07

So for example, in relation to the SOAR management plan, say the cicp has included all of the measures from the outline soil management plan within Part B. So, we can certainly sort of, you know, provide a sort of an explanation of if a, if a management plan doesn't appear to be secured in in some way, how are the principles of that document covered? forcing mechanism? So, yeah, we're happy to get through the exercise, just just just to make you clear in terms of how those points have been covered. But we've certainly been through an extensive exercise of making sure that, you know,

parameters, principles that the S relies on are secured in in some way or another. So the mitigation route map is how we've done that just to make sure that the E s and D zero mutually consistent. Yeah,

1:36:01

thank you, I seems to walk has got his hand up. So what if you got the patient from it, I'm going to, I have got the highest authority down my list to ask about it. So let me just complete what I'm talking about with Mr. Sharpe. So you're going to show me where and who approves the environmental management plans are not yet in existence. Further on, and the references power 2.3 point 12 put it into that you need to look it up. The cscp tells me that the site specific management plans may change with the project. Once again, my question to you is how is the local authority to know they have changed? And is it involved in the change process?

1:36:51

So subject specific management plans are essentially an internal process in terms of how the applicant and the contractor ensure that the works being undertaken in accordance with the, with the DCA. And so, you know, they've changed to reflect, you know, new ways of implementing the project, but it's in a way that's consistent with the DCA. And so, there wouldn't be any, you know, we're not talking about changes to controlling mechanisms, we're talking about, you know, ways in which the project being delivered, which is in which would still be consistent with the DCA and and all of the, the details approved.

1:37:38

Are you saying that you turned to the SSM PS or not something which can be enforced by the local authorities,

1:37:45

the SS MPs would have to be compliant compliant with the crcp. And so there's nothing, you know, they they don't have scope to to change the CCP. And if if there were any changes that were needed, that would have to, you know, there's something that was agreed with the local authorities. And so the intention isn't isn't for the SSM is to do anything that would change any of the commitments made within the DCA or CFC.

1:38:14

Okay. So the SSM PS are to be enforceable by local authorities.

1:38:20

There's separate and so you know, it's it's it's it's a way of size of sico explaining to the contractors, what are the requirements of of the CIC Bay? How do you apply those in practice? And so if it's local authorities, it's essentially sizewell C. C goes, way of making sure that the contractors have the relevant information in a format that works for their internal environmental management system. So it's it's a, it's an internal management point, rather than an issue for the local authorities because there are a range of targets. Is the ssnp enforceable by the local authority or not? No, no, it's not. Because MP flows out of the kurta construction practice. It's It's It's subordinate to it.

1:39:22

Yeah, if you want to come in was to call upon verifying. If I'm more just see if I can assist here. The code of construction practice is secured by PCs. And the construction practice is a principal form of controlling and mitigating the impacts of the project on which the EIA relies and it's that assessment obviously, which is before the Secretary of State in order to inform a judgement over whether the development is acceptable. And therefore what matters is whether the Code of Conduct Option practice is good enough whether it does the job. Now that you then have a question, when you have a decio, and you have your code or construction practice, how do you as the undertaker make sure that your contractors stick to it. And this is, as I understand it, the SS MPs are an internal mechanisms in order to ensure that that takes place so that they don't need to be enforceable by the authority. Because what the authority is concerned with is the code of construction practice being adhered to. And so if one takes it to an extreme, on any individual day, it might be that the contractors are told, Well, look, we'd like you to do this in this particular way, in order to make sure you stick within the code of construction practice. It doesn't that individual instruction doesn't have to be approved by the local authority. If in fact, it turns out that that instruction is misconceived and a breach of the code instruction practice arises, that's enforceable. And that's the problem. And it's addressed by adhering to the code of construction practice. So there's no necessity for the SSM piece to be approved by anyone other than the undertaker because it's the undertaker, who has to ensure the code of construction practices not breached. The SMP is just a means of doing. Right.

1:41:32

Okay, I'm going to take a break. But just before I do that, Mr. Phil, well, let me say this that I find it hard to see on the current drafting of your current construction practice, where the distinction in which you've just made is actually made clear. I haven't got a view as to whether or not the distinction is one which is proper to make. You'd expect me to hold my fire in relation to that. But if you're telling me that the ssnp is simply how the undertaker tells the contractor, how to do things to make sure the undertaker stays out of trouble, stays out of any breach of the current construction practice. My next question is, well, how does that relate that? Does that does that proposition also apply to the terrestrial environment mitigation and monitoring plan? Does it also apply to the limp? and so on so forth, which is which is in there? I'm gonna leave that there now. I'm going to adjourn. I you know, I think I'm going to ask us to walk up to come next. And then Suffolk County Council if they have any they want to put in as well. And then ask you to having thought about it to come back to us on those things heard together. All right. Very happy to do that. Very good. Okay, the time by my laptop is now 1143. And we're going to adjourn until noon. promptly. Thank you very much indeed.