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00:03

Welcome back, ladies and gentlemen to the second session of these issues specific hearings, number nine. And can I just check with the case team that I can be heard and that the live streams, recordings and captions have restarted?

00:19

Hi, I can confirm that the recordings have started and that the live stream is also working at the moment I can hear and see. Thank you very much, Mr. Williams. In which case Ladies and gentlemen, with apologies for the time taken on that first item, we now move on to the substantive agenda items and agenda item to the progress position statement by the applicant. And I'm going to introduce the applicant first on this item. And essentially, as I flagged in the introductory remarks, the purpose of this is to move to the highlights of change, and to specifically draw up and proposals requests for change where actions have been done that I categorised as in red, Amber, green cents green items, and actions where there is progress in hand not yet done, but are still on the applicants to do list that could be categorised as being Amber. And specifically importantly, matters of outstanding dispute between the applicants and, and relevant parties. And what I'm proposing to do is to ask the applicant to set out their stall first. And then other parties wishing to speak on this item, I will introduce being aware that there are specific following agenda items where we can move to the detail. So agenda items, three, if you're concerned that, for example, protected provisions don't reflect your current position that should be dealt with there, etc. So can I move back to the applicant? Mr. Ennis, Is this you? Or will a member of your team be leading this?

02:02

Definitely meant for the applicants here and I plan to take you through this section of the agenda if that's okay with yourselves. That's perfect. And lead off. Thank you. And so since issue specific hearing six, we've obviously submitted a draft DCR, which you've referred to at the start. And now, would you like me to run you through the changes made to that version of the draft? decio? Or would you like me to take those as read and focus on the changes that are currently under contemplation?

02:28

My sense would be that the changes that you have positively made to certain extent, the green ones are matters that are alive that the parties here are fully aware of, they may wish to speak to them in do turn if they think things aren't, as they might be suggesting they will be. But no, what I would really like you to focus on are the ambers and the reds, things. And we're not seeing change at the moment, but but changes in your contemplation. Absolutely. In that case, I will just skip straight ahead to the changes that are in progress. But obviously happy to talk about any of the changes that we have already made to the DCR deadline five.

03:07

So in terms of the changes that are in progress, and one of the one of the matters that came up at issue specific hearing six, and I believe it was cc's that raised it was at the moment, the National Grid infrastructure, and there's no requirement that would prevent that infrastructure from taking place without the offshore wind farm. And, and so what we did is we've gone away and we have taken that one away. And we do plan to include a requirement in the draft Dec what deadlines seven, which would prevent the National Grid infrastructure from going ahead. And if the if the offshore wind farm is not to be taken ahead. So that is something that is in contemplation at the moment, and we hope to provide drafting it there. Thanks, Devon, on that particular point.

03:47

And another matter that took up quite a bit of time at issue specific hearing six, and has also been the subject of a number of comments from local planning authorities in particular, and the deadline for and that deadline five, and has related to the onshore preparation works. Now they are the works that are not included within the definition of commence and so aren't subject to all of the same controls as the other requirements in the DC Oh, and so for the onshore preparation works again, we have we've taken away all the comments that have been made and we have been discussing with the local planning authority and and we propose to include a new requirement in the draft DC with deadlines seven and and the intention is that this would require the approval of an onshore preparation works management plan. And in respect of relevant entre preparation works. And and we're currently as I say where we're discussing the scope of that and how that would work with the LPA. And but our understanding is that the broad principle of that is, is agreed but obviously we just need to to make sure that we get a requirement and the intention is to include a requirement in the draft DC what deadlines seven on that and provide a bit of an explanation as to what the plans are there.

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Okay. So though those are matters that are is under active consideration, but where we haven't seen specific drafting in the deadline five order? That's correct. Yes. Now, are there specific matters that you wish to draw to our attention where there were AP, outstanding issues or requests? Were you on pondering? You are not preparing an amendment for reasons. So read items, so to speak, that. I Well, I've got quite a few more items to go through that are under sorry, you have hit your pitch overseas?

05:40

No, that's fine. And sorry, there's a few more, I'm sure.

05:46

Yes, okay. So and requirement number 12 was another one that came up and last time, and I think it was actually comment from yourselves about whether it would make sense to split that requirement up into multiple requirements, or perhaps just to restructure it. And so and there was a little bit of discussion about that at issue specific hearing sticks. And I think the applicants and and both the Suffolk council as well, and we're of the view at that hearing that it would make sense to keep it as as one requirement. And and we still maintain that position. We think that's the right approach. But we do absolutely agree that the the requirement itself has got quite burdensome. And part of that is has come from trying not to mess up the numbering of the provisions. And but what we will do at deadline seven is restructure that requirement, so that it follows a much more logical order and is therefore hopefully

much more easy to digest and to follow. And so we plan to make that change at deadline seven. And coastal erosion monitoring is something that has also been discussed at previous hearings, and again, the advocate that Perkins have taken that away and have discussed it with the local planning authority. And our intention as we I think we we said at the last hearing that we are committed to undertake periodic monitoring and reporting. And but we just needed to work out how best to secure that. And so we do again, plan to include an updated requirement in the draft decio. That would require an outline landfall monitoring plan to be submitted, and, and obviously, for approval. And we also plan to include an appendix to the land that outline land for construction method statement at deadline six, which will provide some details on what would be included within that land for monitoring plan. And again, that approach, and has been discussed with the local planning authority. And indeed, and I believe that as of last night, that the wording of a requirement is largely in agreement as well. So we plan to put that requirement into the draft DC, what deadlines seven.

07:38

And another matter that was discussed was certification. So that's article 36. And it was a comment raised by the member when also yourselves as to whether we should have a separate schedule that lists all of the documents, and just to try and keep it a bit tidier. And again, we've taken that one away, and we will do that. So at deadlines, seven, we will include a schedule, and we will list everything, I will make sure we currently have the version numbers and in there, but we'll hopefully be setting out in a tabular form, it will be a little bit easier to follow. And we'll also add some additional documents there that have been submitted during the course of the examination that were not previously on that list. So that I can make a brief observation On that note, I mean, essentially the moving to schedule, delivering the ability to tabulate, it also gives you the ability to move in a slightly finer grain. And, and we're conscious of the fact that that some of the versioning in and out is happening as a as a kind of slightly finer grained level than than the headline description in the article as it currently is. So I mean, bluntly, a schedule can be more detailed, it can be longer and more accurate. And critically, when there's a dispute after the event about whether or not a document is the document, it will be that schedule and its accuracy that that assists. Absolutely, that is hopefully the intention. That's what we're trying to dry in the version that we submitted deadline seven for yourselves.

09:03

Thank you very much. Hey, um, arbitration was another matter that was discussed. And previously now one of the key comments and it was raised by se C's in particular was the confidentiality provision. And so again, we've taken that one away, and we do plan to amend that confidentiality clause, and so that the arbitration will be largely open and accessible by the public. But we do obviously under note that, you know, the arbitration provisions will also potentially cover and matters that should perhaps not be and, and open to the public. So for example, matters arising under the protective provisions with with other and commercial organisations. And, and obviously, that's, that's one of the main

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areas that arbitration is likely to be invoked, and if at all, so, the intention is to include a revised confidentiality clause and that as a general rule that the arbitration will be open and public, but there will be a couple of exceptions and the key exception being relating to matters arising under pressure

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To provisions. And again, that will be included at that length seven. If I can just explore that further. I mean, essentially, if you migrate the position to one where that which is confidential, is that which as a matter of law would normally be confidential

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in civil litigation, for example, then, you know, you've you've probably addressed the concern.

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And so the confidentiality follows the issue,

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rather than being rather than being a general principle. Yes, I think that's the what we're trying to seek from the new wording that we've we're proposing to put in a deadline seven.

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And, and I know that there were a couple of other comments that were raised in your questions which we will be coming back on and rating in terms of the costs emergency arbitrator and whether the secretary state's content. Do you want me to elaborate on those just now? Or are you happy to wait until deadlines six to exam matters that merely arose from us and don't engage the other parties, let's let them come out in writing, the purpose of today is for the parties. So that's the fight. And okay, in that case, moving on to Article 38, and shedule 16. So this is the appeal mechanism which relates to requirements. And so we obviously received some comments and in relation to the timescales within those and the provision of information within the appeals mechanism. So and we do plan to address some of the Suffolk Council's comments in relation to providing some text similar to what's in Norfolk, or the Norfolk Vanguard order about the information to be submitted alongside a request for a discharge. And we've also agreed to extend the 42 day period, and in paragraph one to a 250 16, which is what was requested by the Suffolk Council. And we also propose to amend the the the period for requesting further information from 10 business days and to 20 business days. And, and again, that was following and some concerns raised by a separate counsel that 10 business days wouldn't be long enough. And so they're the points that we we do plan to make amendments again at deadline seven. And one of the points that we don't plan to change at this, at this juncture is that the deemed approval mechanism. And, and that's because we consider that to be quite an important mechanism within the provisions and deemed approval as is regularly found within DCs, and has become quite commonplace. And it was this particular provision provision wasn't in the appendix to the pins of face note. And we think it's quite an important one to include. And the reason being is that it obviously forces, it forces the decision to be made after the end of the time period. Otherwise, obviously, it's a deemed approval. So that would then mean that if the planning authority weren't happy, then they would obviously refuse the application that would give would have to give the relevant reasons, which would then give the information needed to go to the appeal process was if we didn't have that in there. And it just we got to the end of the 56 days with no decision, we don't really necessarily have any reasons as to why we've not got that decision. And so the appeal would then be based on on less information there to be able to progress that appeal. And the key point I want to flag though, is that the shedule does allow for longer periods to be agreed. And that's both in respect of the 5060 periods that were mentioned earlier. But also that deemed

approval period that can be agreed between the council and the applicant, The Undertaker at the time. So whilst there is a deemed approval mechanism in there, there's nothing that could stop, you know, there's no hot and the applicants and the relevant discharging authority can absolutely have a discussion and extend that period if considered necessary. So we do think it's quite important to have that in there more just as a procedural step to make sure information comes out so that if we are looking like we're getting refused a discharge, we have enough information to then appeal that and hopefully progress matters, and swiftly. And because obviously at the end of the day, the whole purpose of this is to ensure a quick resolution of matters. And so that we don't hold up these these nationally significant infrastructure projects. So I guess that is a matter that is I would say Amber, but potentially verging on red and but we are trying to discuss that with the council's further but I do hope that the fact that there is an ability to extend the period and with the council's we've provided them with some comfort there.

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And, and then just moving on protective provisions. I do appreciate that. There's a separate agenda item on this but I can possibly run through a very quick update which may remove the need for for too much debate. Agenda item three and

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in relation to size will be and size We'll see. We've actually made quite a great deal of progress with them since deadline five, and we've had a number of meetings and a number of iterations of draft protect provisions have been exchanged and the protected

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provisions are now substantially agreed with both sizewell B and sizewell C. And both are subject to the conclusion of a sale agreement. And that's currently being negotiated. And but the intention at the moment is for the final agreed form of those protected provisions, and to be included at deadline seven. So I would hope that by deadline seven, you will have an agreed set of protected provisions with the applicant from the applicants with both sides will be and sizewell C. And then obviously discussions with this side agreement will continue. And we hope to be able to provide you with an update at the next decio hearing on that or alternatively at deadline eight, and hopefully to confirm that a side agreement has been concluded. Which which of course does raise the the point that we drew out in the draft, DCs commentary, which is that essentially by deadline eight all such matters, that need to be evidence before us need to be evidence before us because deadline nine is so late in the examinations, that there is absolutely no capacity for us to for example, issue a rule 17 question to clarify something that we don't understand. So deadline eight is the final trumpet as far as decio provisions and and supporting agreements and obligations are concerned. Absolutely. And that is very much what we're targeting, or earlier if we can, obviously. And the final point just on the DC or was it was actually something that you had raised quite helpfully within the comments. And that was about the definition of intrusive, and we're conscious that that word is now used a few times in the DC or so we do plan to put a definition in there to hopefully eat an interpretation of the relevant provisions. And so they're the main provisions on the DSU itself. I do have some things to talk about on the deemed green licences though because as you will have gathered from that issue specific hearing at the other day that we've obviously had a number of discussions with both MMR and natural England. And it's all

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valuable if you can walk us through those Absolutely. So the site integrity plan as was confirmed that the issue specific hearing and seven, and we the MMO had some changes that were they basically wanted a different form of site integrity plan condition to be included in the DML. And we took away that that drafting that they provided. And we have provided some proposed alternative drafting to the MMR which I understand is agreed in principle, and but MMR may have a couple of minor comments. So we're just waiting to get those, but we hope to have an agreed and say integrity plan condition included in the DML that deadlines seven

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and you xo piling condition of that is one that I would like to see is Amber at the moment. And we again, we have provided some wording to the MMO and natural England and and we're still in discussion with them on that wording. So I think we we understand that they were they had some comments on some of it. So we do need to take that one away. And we're continuing to discuss with them. And but we are hopeful that we will have something that we can put in it that deadline seven on that particular point. And that we will continue engaging with with both MMO on a natural England on that. And you saw clearance closeout report was was a point that the MMO raised and their deadline for submission. And and the principle of such a condition is broadly agreed with the applicants but we're just in the discussion with MMR at the moment as to the specifics of what that condition would look like. So again, we would hope to be able to put something in the DC with deadlines seven to close that particular matter out. And

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at the issue specific hearings, there was some discussion about temporal piling restriction in relation to herring spawning. And now that matter, as we we discussed at the time, and is currently under discussion between the applicants and the MMR natural England. So that's one that I would like to think is Amber at the moment. And we hope to be able to reach a resolution on that. And but I don't have any specific update at this exact moment. And, and I think the final point is the cooperation condition. And now, Miss Mrs. powers raised a number of comments on that particular condition. And at issue specific hearing seven, and now we're taking those away. And we are going to make a couple of amendments to that condition to hopefully address the concerns that were raised by the panel on Wednesday. So the first change is to include a cross reference to the CIP piling condition. That was indeed an oversight on our part, and we will make sure that's added in there. And and the second point was the fact that there was no kind of requirement to notify the MMO of the provision of information between the two Undertaker's so we are also going to include a requirement for the undertaker to submit any comments that are received by the other Undertaker and to the MMO at the same time as submitting the relevant document for approval, and or indeed confirm that that Undertaker had no comments. And so we have proposed some revised drafting, which we've shared with the MMO. And we understand the MMR are broadly content with that, and although again, we have some minor, minor comments for us on it, but we would hope that that would address the panel's comments and as I say, we will put in an agreed form of wording

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deadline seven, and with MMO. And so I think they are the changes are all

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in progress. And we hope to be able to

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include within the DC or at deadlines seven. And in terms of changes that we are not proposing to make at this point in time, and there is still further discussion ongoing. And

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I note that there was an there's some comments by Suffolk County Council regarding the time period set out within articles 1213 and 15. of the DCU. And this, again is a deemed approval mechanism. And, and the 20 day period that set out there is the same period that's included in and many, many other basically all of the other offshore wind DC was pretty much we've got East Anglia, three East Anglia, one Hornsey 123, Norfolk Vanguard, and it's also in the recent Kellyville solar Park order, and indeed, the Network Rail sofic level crossing reduction order and which was just, again, a one that we thought might be relevant. So that 28 day period is very standard across the across gcOs. And we consider that period to be necessary and under D justified given that these are nationally significant infrastructure projects. And, you know, we need to make sure that things are progressing and moving forward. And we did, I think we've highlighted in our written submissions, that, you know, in practice, the applicants would, of course, consult with the council in the preparation of draft documents. So when we do submit a document for approval, it won't be the first time the counsellor seeing that they will have seen earlier drafts. And you know, that version that is submitted should very much be, you know, final version that has already taken on board any comments that have been raised during that earlier period. And we would also, we anticipate having a PPA in place with both Suffolk County Council and indeed East Suffolk Council, which would set out a process for your approvals, managing orders and supervision and, and, and so the plan is that again, that PPA would set out the process and timescales and just ensure that that it is workable, and with all of the parties involved. And so that would be the that would be sitting in the background. And that's what we would all be working towards. But we do consider that 20 day period still be important to have on the face of the order itself, just to ensure that we we are able to move things forward. Now in that respect, you preempt the mass that I had been going to ask us agenda item six, which was which was whether a PPA was a relevant and useful tool, and whether you had had thoughts about about using it. So you, you clearly are and and so on this agenda item, you know, if the council's want to comment on that that will be useful here. And then we don't need to deal with it there. Okay, thank you very much as well. And and the another comment that has been raised by the council's and relates to this, the adaptive management period and dynamic aftercare and period. Now, again, I think there's been a request that we we set out a bit more detail in the, in the DCU itself, the periods involved there. And our view is that that should have that level of detail should really be in the old names and indeed is in the old lambs. And their landscape management plan that there needs to be approved must obviously be in accordance with the old lambs. And you'll see that we've bolstered both requirements 15, and sorry, 14 and 15, in the last version of the DCR, to add text to make sure that and the landscaping, landscape management plans are implemented as approved at all. So to refer to maintenance there as well, just to make it absolutely clear that the maintenance obligations are set out within the all AMS will be carried across into the landscape management plans, and do require

to be implemented as approved. So and we are still in discussion with that, and with the Council on that point. And I hope that that's an amber issue that we will be able to resolve. And but I guess I just wanted to flag that our view at the moment is that the the right and proper place is really in that the all limbs for that level of detail. Obviously the requirements themselves secure compliance with with the detail that's in the columns.

24:16

And then there was an article 16 and there was a comment that Suffolk County Council made the last set of hearings, and it's also in their deadline five representations. And that was about reference to land drainage consent and being included with an article 16. And I think this stems from the fact that there is a reference to the environmental permitting regime within that article. And but I guess I wanted to take a step back and explain that, you know, Article 16 is predominantly about granting rates from a property perspective and to discharge water into water course. And it's still subject to any approvals that would be required from the relevant consenting authority in terms of drainage, drainage consent or or an

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Environmental permit. And they Suffolk County Council just asked for text to be added into the article to say that and this doesn't remove the need for for land drainage consent. But our view is that that text isn't actually necessary because to remove the need for land drainage consent, the DC would have to specifically the supply and the requirement for that and we would have had to have had consent from the lead local flight authority to do that. So our view is that that particular change isn't necessary and in the in the article, just because there would need to have been something else express in the DC or to supply that requirement. So it was really just a flag that and we will put this in writing at our at deadline six. But I think because suffolk county council had raised it, and I'm conscious that they're here today. I just thought it was it was worth mentioning. And, and then the final point is just I noted, Mr. Turney commented at the start that and, you know, obviously, there's a bit of a disjoint in terms of the timing of comments and updates to DC or in terms of Stacy's comments on the DC we have taken a number of those on board. And they were in the deadline five version of the DCU. And, and as I've mentioned it a couple of points that I've mentioned today that will flow through into deadline seven. But to the extent that we don't agree or didn't agree to make changes, they're all set out within our response to that to CCS deadline, one submission, and that's the rep for zero to three. So I don't propose to go through all of those today, because our position on those matters is inviting. And but I would say that is the the main set of updates that I've got, and apologies if I have missed anything from any interested parties, and I'm sure they will raise them now if there's additional points. They will I'm sure, though, that that has been a fast but I'd trust. Very useful summary. So can I then now see the parties that I'm going to introduce here now clearly, I do intend to introduce Firstly, the MMO I will then go to the council's and I will then given that the matter has been raised go to EDF nuclear energy generation limited on protected provisions points in the hope that we might clarify things before

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moving on to the agenda item. Now I do also see when I said to the councils, the parish councils are included in that. So Councillor fellows, I will come to you. And then I do see Richard Tony for Stacy's, who, of course I will come to So, um, can I just then go to the MMO. First,

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Rebecca read the memo.

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And so I think Miss Mills has covered most of the outstanding issues, there's only two that we've identified that hasn't been covered. And the first one is an update on the construction monitoring in the association wording, the wording in relation to significantly we have had a response back from our scientific advisors on natural England. And I haven't looked at this in detail. But if the outline is that they can't define significantly. So I think there will be a change into that word and, and we're going to propose that to the applicant, hopefully today. So we can discuss it at the meeting on Monday

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and hopefully be able to resolve that. And then the other

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outstanding issue is the scour protection and cable protection during operation.

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Opposition is that any new scour cable protection that was not installed during construction, and should be

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in a separate marine licence, and this is aligned with the natural England advice. So we set out opposition in Section 2.1. Rep 2048 in natural England set out their position in rep 4093. And note the applicant hasn't responded yet they were awaiting our comments. But we believe that condition should be removed from the DML. And we're gonna maintain that position. However, we are going to we're working closely with natural England to see if we can provide a without prejudice position on the actual condition. And if the Secretary of State is moment to include the activity and and, and this

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I think the only way in relation to without prejudice would be allowing for a five year

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period from the date of construction. So no more than five years and with a number of slight amendments to that condition. And just to clarify the activity that would be happening at the time. And again, once I've spoken to natural England. I'm hoping that will be today later on today. And we will be sending that to the public

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Prior to deadline six to try and discuss, and but we will set that out in our deadlines exposition.

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Very, very grateful. And in general terms then nothing sort of further or to add and no significant new outstanding issues as the MMO season. No, we welcome all the updates the African house has done

so far as well and working together. Yeah, well, again, I'm, you know, I'm very grateful for for the level of engagement and collaboration on Lowe's and for your time today in updating us because it really does help us to understand what's happening when we do have these progress updates. Okay, on that basis, having heard the MMO I'm now then going to move through the council's and I'm I'm going to start with Michael Bedford for Suffolk County Council.

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Thank you, Mr. Smith, Michael Bedford for Suffolk County Council.

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I think I've got six

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headings.

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In relation to matters, I've tried to theme them but they're possibly one or two or a little bit untidy in terms of a structure.

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Obviously, we welcome

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the areas where Miss Mill has indicated that the applicants are proposing to refine and revise their proposals. The first point if I can deal with this relates to the onshore preparation works management plan, which has implications, particularly for the interaction of the scheme with rights of way, but also potentially with highway works. And we welcome obviously, the suggestion

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that there should be a management plan for the onshore preparation works. Clearly, we need to see the detail of how that is formulated, which I know there has been discussion

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as we're offline between the applicant and the council, in relation to that.

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We do think that there is clearly going to be some need for some careful further work on that, particularly to integrate how the defined onshore preparation works are regulated. And we know that you flagged up I think in your comments on the decio questions about the breadth of that definition. And it's,

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as it were regulation. And we also think in a sense related to that, particularly in the context of rights of way that how requirement 32 which has been proposed for a revision works relative to any onshore

preparation works, need some further thought, in particular, because as we read requirement 32. And the way that it's defined, it wouldn't catch any of the onshore preparation works, because it relates to the authorised works and the way that they're defined excludes the onshore preparation works. So it's its work in progress. But we welcome that. And I'm sure that between us and the applicants, we can put into text form something which is clearer for you to identify whether or not we've reached a common agreement on that. Then the second matter to raise it's an issue that I think we've raised in discussions with SPR, but we've not really yet received clarification on the point. In some senses, it's analogous to the point that Miss Mill raised about land drainage just in terms of the working of the order as to whether there is a, as it were, a clear enough to fish division between matters, which simply affect private rights, that the applicant is negotiating or would have the ability to secure from landowners and what as a matter of private rights, the applicant would then be able to do on the landowners land, and the interface with what you might say matters of public control in the interests of environmental protection. And this specifically relates to archaeology

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and schedule. Seven, as formulated includes within it under various of the plots that it relates to provisions, such as paragraph 13 for particular plots, paragraph 18. For other plots, which are

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appear to allow the applicant to have private rights to remove buried artefacts, which might interfere with the works worthy to be preserved in situ. And it appearing to allow those private rights to be exercised effectively on cost grounds. Now, if that's simply a matter of, as it were the private rights between the applicant and the landowners concerned as to what they can do As matter of private law, then in a sense, we don't have a concern. But clearly, if that were in any way to be thought, to cut across or curtail the protections which are given by requirements, 19 and 20, in relation to the preservation of archaeological artefacts, then we would have a concern. So I say it's probably a matter of wanting clarification, that the one isn't intended to, in any way override or undermine the other. And if we've got that from the applicant, I think we can be content. But if there is any suggestion that there is some curtailment, then that's a matter that we would have concerns about, as I think we have raised this with the applicant and happened outside of obviously, the formal representations. We haven't received a clear answer, but I suspect that with a bit of dialogue, we can get there. So that was the second point.

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The third matter, in relation to

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what is said, in terms of the proposed changes to schedule 16. We welcome

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the suggestion that the applicants are rethinking the way that schedule 16 will work. And clearly, we would welcome the move to a 56 day period for determination of discharge of relevant requirements,

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we do still have a concern in relation to the deemed approval process, we know what's said by the applicant. And in a sense, it comes down I think, to a balanced judgement, looking at the package as a whole. And I think we probably want to reserve our position, having looked at the package when we seen the full formulation of how those changes to shedule 16 work as to whether we think that there is still concerned about the deemed approval provisions or whether I think the balance is now more practicable. So that's the third item, then the brief on the deemed approval, the opposite because customers mill set out a very clear explanation as to as to their view as to why they should retain it around, essentially, broadly the need to avoid and what amount to non determination appeals without reasons given. And and and also

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reflecting the commitment on the applicants part that the formal documents for approval by yourselves would be documents that have been pre consulted on there would be a pre application process. And did Did either of those two sets of argument commend themselves to you at all, or do you find your in principle concern around the existence of Deen content processes are underlaid.

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So I think what what I would say is that they are certainly relevant points to take into account when judging whether the package overall works. Because we do understand obviously, the importance of national infrastructure projects, we do understand that there are clearly a number of projects that can be pointed to which do include the deemed approval process. And so yeah, so we understand that context. The question really is, is the provision of as it were prior information, and then the determination period, together with the opportunity for extensions, when you put that package together, in relation to the Greek ones, is that package sufficient to then justify the deemed approval process as a default mechanism? So I think what we would say is that we can understand the argument, I think what we just like to see is how that package works as a whole before we actually say that, yes, that is a balance where we're happy with. So if that's

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the way I deal with that, then so the next

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points which are points,

39:42

four and five relate to highways matters.

39:48

If I deal with

39:51

point,

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the first point as point four is the comments that have been made on articles 12 and 15, in which

40:00

relate to effectively temporary stopping out

40:03

of streets and access works measures. And both of them have this 28 day period for approval.

40:12

And that is a matter of concern to us. It is a matter of incense stark contrast with the position that we've just heard, as it were outlined in relation to schedule 16. And the requirements where the applicant is prepared to move the discharge period

40:31

for the requirements from a position of 42 days, to a position of 56 days, understanding rightly, we would say, the logistical requirements for approving authorities potentially the need for some external as well as internal consultation and wanting to ensure there is a process which works. And we say that that's it's then in stark contrast to articles 12 and 15, in relation to the highway works approvals, which can themselves be, as it were complex technical matters, that will still need to be considered and appraised. And we think that the 28 days is impractical, the balance, is there wrong, and that there needs to be some movement from the applicant to provide a more meaningful period. We also we don't quite understand it. And apologies. Mr. Botha, do you have an indication as to what a meaningful, more meaningful period might in terms be yet? Well, cert 56 days would be?

41:41

It would be a workable period. It's fair to say I think that

41:48

in the recent Lowestoft,

41:51

Lake loading crossing, I think a period of eight weeks was the agreed period. So we will be in line with that arrangement.

42:03

So yeah, so I was just gonna say in relation to what Miss mill said about planning performance agreement, release the highways works. We're not clear that that is something that's been suggested in relation to these streetworks and access measures. There has been some discussion about a perspective 278 agreement. And I think we would certainly welcome further exploration and discussion about that. And that may provide a mechanism for, as it were, early sight of proposed works before they are submitted to us formally for approval.

42:40

But certainly, we were not aware that a planning performance agreement had been offered in relation to those streetworks. So that was the fourth point. The fifth point, which is also a highways related point, I'm happy to deal with now, or it may be a matter that occurs under agenda item three, because it's concerned with protective provisions, not the sizewell protective provisions, but effectively the absence of protective provisions for the county council in relation to its highways infrastructure, which is a point that we've made and you have made. I know, it's a point that doesn't feature, I think, in your comments directly in relation to the protective provisions in your comments on the decio. We've obviously rehearsed that in our written representations. I think what we, we haven't done so far as I can see, that's what is provided to you precedents for the inclusion of protective provisions for local highway authorities in what I might call linear DC O's. And I calling this linear in terms of the offshore for the onshore work. Yeah. I what I'm going to suggest, Mr. Bedford is, uh, you know, you're clearly setting out a stall here, which commences on the proposition that you need protected provisions. Secondly, raises the concern that

44:12

because we have not raised that issue formally in the country, that it hasn't sufficiently crossed our thought processes yet that we have not sufficiently engaged with your own request. So what I'm going to suggest is let's set that aside. Let's bring it in as agenda item three,

44:29

as a, as detailed or discussions it needs to be because I think it might otherwise take us off down a line of travel that will divert the others who wish to speak on this agenda item.

44:42

Let's deal with it there. Thank you. Thank you.

44:45

Thank you. Okay, so I've parked that point. And then my sixth point was just on land drainage. And I think having heard what Miss mill said, we welcome that clarification. And I think if we can see how

45:00

Then is covered off in the written submissions that's likely to resolve that issue. And it's just a question of how the order works rather than a matter of of outstanding concern. So, thank you. So, those were my six points. Thank you very much indeed, in which case, unless there is any body that you need to introduce from your team on anything, and I take it from the time of your submissions, that that is not the case. And I will then move to East Suffolk council please.

45:31

Thank you, Sir Andrew,

45:33

if I can start with the green or greenish category. First of all, an onshore preparation works. We welcome what is now proposed which is a onshore preparation works management plan. And we are in discussion with the applicant

45:52

as to the detail of that, but the principle is something we welcome how that fits in with other requirements is obviously going to be an important consideration at the drafting stage. And secondly, in relation to requirement 13, we suggested there needs to be monitoring in relation to the

46:15

coastal erosion.

46:18

And we welcome the commitment to

46:22

do that. And

46:26

thirdly, under this category, the three changes to shedule 16. We welcome in terms of the time periods and the information to be provided. As with the County Council, we will go away and reflect on the remaining issue,

46:45

which is the deemed consent

46:49

proposal, and we will give a considered answer

46:54

at the next deadline on Wednesday.

46:59

In

47:00

the amber category,

47:04

possibly heading to green

47:07

energy relation to requirement 15.

47:12

The amendment has been made to include work 24 in relation to the 10 year replacement period for failed planting, there are discussions at the moment as to whether that should also extend to work 29

that's to be regarded as woodland planting appreciate one of your questions relates to is whether there should be extended to 15 years. Again, we will be responding on

47:40

that.

47:42

And in relation to the adaptive management process that's in the earlens. Again, we're discussing that with the applicant. So there there are potential moves afoot, and that then puts leaves as the third category

48:04

what might be called the red category, there are no red lines here.

48:08

Because we are in dialogue loaded um this this is this is not in any way a suggestion. These are irresolvable matters, it is just in the here and now

48:18

to give us a picture of where of where we are moving moving forward, yes, that's well understood,

48:24

and where, where we hope there will still be change afoot. The issues are, first of all, the

48:36

removal of some limited permission at permitted development rights and substations.

48:43

Secondly, in relation to requirement 12, we've previously expressed concern about the width of 100 river crossing, which together would be 80 metres.

48:54

There's a relatively small change to requirement 21 about pre commencement

49:00

22 and 23 related parts of work and the

49:04

exemption for a central works. And then there are there's one category that we're not happy with fitting out of substations, which we've said it's too vague and in relation to the capsule because it's not an exclusive definition. We think there needs to be

49:24

a provision for approval and whether

49:27

something that falls into the capsule is or is not a central

49:32

noise is requirements 26 and 27 operational acuity operational and there we are still seeking to explore the extent to which the

49:45

proposed reduced operational noise limits are really reflect the minimised position and then there's a minor word wording in relation to requirement 33

50:00

So those are all matters that we will be addressing by next Wednesday. And we hope we're going to continue a dialogue with the applicants on those matters.

50:19

Thank you very, very good. Apologies that I was just having a momentary difficulty getting my unmute icon to do the job that it's meant to do. And in which case then having come through the county and the District Council, I'm now going to ask council Marion fellows to speak. And then as I've indicated, I'll be going to EDF energy, nuclear generation limited and then coming to se C's. So

50:47

council fellows.

50:56

Yes, good afternoon, Mr. Smith. Sir. Thank you ladies and gentlemen.

51:01

I have sort of

51:03

three or potentially perhaps four main sort of concerns to address you this morning please if I may, or this afternoon. So, the first one was regarding the first point made by the applicants in their changes relating to the National Grid infrastructure and the confirmation that should be a one north and the A to not be approved that the National Grid substation would also therefore then not be able to go ahead. I think this is quite important because over town council and many other local and parish councils are still concerned about the lack of presence of national grid in the entire examination and specifically mentioned in not mentioned in the D DCM

51:48

and slightly confused with how their statement today the applicants sits alongside the relevant representations both from National Grid, et and National Grid ventures.

52:03

In terms of wanting to still maintain that link to the National Grid substation, and to update you that over town councillors, along with other passion Town Council in the area, have received an invitation to a meeting with National Grid interconnectors, which is the new name for National Grid ventures. And it is clear from the materials we received by them. As you know Bay's have agreed that Nautilus and Nautilus project will be an insert and require decio. But this is going to be submitted next year, so quite sooner, 2022 with construction, beginning 2024 and operational by 2028, which obviously overlaps these current processes, and

52:52

their briefing, pack shows and map. And although there are four potential landfill sites, they're all very close to the landfill site for these projects. And they all converge behind this house. And they all go off then west to the area around Friston. And in fact, Friston is labelled site five and five, eight. And the text of the materials for national grid, interconnection says they have a connection agreement, the same substation as Ei on one north and a two. And we are working on the premise that all projects will be connecting to the same substation.

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So it is about acid or overwhelming concerned that really the DD CEO needs to have more reads about the community impact of these other projects and protective provisions around whether they should or shouldn't then have access to the National Grid substation.

53:59

Then the second main point, and I'll ask you first if you want me to cover it now or under item three, is with regard to today. There is no representation from Magnox, who's the operator sighs lay or the NDA who is the landowner at size relay. So although the applicant has said that they're progressing towards agreements with size will be EDF and size will see new build EDF, there is no agreement with magnets or NDA. Now, I'm happy as the independent Chair of the sizeable amb stakeholders group to speak to my contacts in the NDA and magnet swasth and to submit comments to yourself sir,

54:45

because I do think you should understand that the detailed emergency planning zone across does cross the the actual substance, the landfill site and then the

54:59

external

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Funded emergency planning zone covers where the cable routes and the Friston substation is. And you will hear from EDF, I'm sure in a moment about the wish to protect use of sizeable gap. But actually, there's many roads across the proposed application development site, which are used as evacuation and routes and also the roads in which emergency services get to and from the size of sites. So just wanted to raise to the term, there's still a piece of work for the applicant to do in terms of size delay.

55:39

In

55:41

in that respect, and council fellows, I'm very, very grateful to you for bringing those matters up, because as you will have maybe seen from our draft development consultant, commentaries document, and

55:54

in scheduled 10, we have raised the broad question about whether there is a need for

56:01

sizewell a, and and essentially there the Magnox, stroke and NDA interests, who require any protected provisions whatsoever. And, and to our mind, that is still quite a substantial and living point.

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It was one that I had proposed to raise as agenda item three, it's now out. So again,

56:28

this to EDS ability to raise it again, if they wish. And but if the applicants could proactively engage with those two interests around sizewell a, at least to a point of excluding the question of whether such provisions asked or would be reasonable to be sought or reasonable to be provided? Because essentially, this is a very important question that shouldn't just slide by default. So thank you very much for raising that last point, said no, that was my second point. So I

57:02

tell you, it's my last point, but I do apologise, sir. So then, the third one is more a very general one. I'll be very brief. over town council is also concerned and believes there needs to be further changes to the DD co with regard to a couple of specific schedules, a schedule five streets to be temporary stopped up, especially the a 1094 sets on the road, and the lace to normal road crossing, especially in light of problems during EAA one project where roads were stopped up for longer periods of time than were really anticipated. And the fact that protective provisions may be needed to ABA town council local businesses impacted by

57:49

Article 12 and the stopping up of streets.

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Then, concerns about schedule 11. The removal of hedgerows article 34, especially in light of the very valid comments raised to you by Dr. Julian Horrocks, Bill Holford and Suffolk coasts and he saying be earlier in the week around

58:12

habitats that hedge roads provide. And I think I was quite shocked actually listening earlier in the week that the applicants said that I think it's about all this, all these things that come up, post approval, and

pre consent surveys having to be done and, and it's still feeling a bit unsure. So how we can actually mitigate now when we don't really know, our dispatcher sets, for example, have found in the middle of a cable route, then there actually is almost presumption that they're going to be destroyed in favour of the route or when the applicant said that they can't hold up these projects until the bird mitigation areas are actually up and running that the the process the project will take precedence. So it's around how how we can actually have confidence in the DDC Oh, has teeth, basically.

59:11

And then also, finally, I support all all the points raised by Mr. Tate, especially around the schedules relating to working hours, and what's actually essential to go beyond those working hours and all the points around lawns.

59:27

Okay.

59:29

Now, before we leave that item, I'll flag as I did for the applicants that there's a prospective action in my mind, which is the need of the applicant to proactively engage with Magnox and MDA around the question of whether protective provisions are warranted for sidewalk a and, obviously, applicant in your response to this item, you'll be able to speak to us on on whether you think that's necessary, but I just leave it on the table.

1:00:00

So I'm then going to go to Ms. Abraham's and EDF energy nuclear generation limited.

1:00:10

Katie, Abraham's, and I have nothing to add to miss Mills update in respective agenda item three, item three, which is the protective provisions. And we'll obviously look to update you further out. Issue specific hearing 15 or a subsequent deadline. Okay. But as far as you're concerned at the moment, that is all on track? I do. I do know there has been considerable movement. So we're we don't have a process that's grinding to a halt here. It is all happening. It is all happening. The as Mr. Mills mentioned, protect provisions are substantially agreed. And that's subject to the conclusion of a side agreement, which is currently being negotiated. Okay. Right. In relation then to agenda item three, do you have anything more sort of particular detail to add at that point, I'm just trying to work out whether we need to call you then or whether whether you can probably disappear. I have nothing further to add to agenda item, Teresa. Okay, well take it from us then, that we will not further deal with the interests of

1:01:20

your enterprise in agenda item three. So if you do want to go and just watch the rest of the live stream, you're welcome to do so.

1:01:28

Okay, in which case, we're then going to go to Stacy's, please.

1:01:37

Apologies for leaving you to the end was the attorney. But not so sir. Thank you.

1:01:45

Can I sort of take matters in reverse to some extent, in terms of the red? It was you start with the bad stuff, okay. bad stuff. And in terms of the red items, the the position that the applicant stops it is to say, Well, if it's not in now, then see our response to your deadline one submissions. And whilst I recognise that it does seem as though that's a failure to take on board, the detailed comments we made at the last ice age on the DCA, which we summarised in our deadline, five submissions. So we'd be grateful if the applicant would at least consider those which of course, were written after,

1:02:31

clearly after deadline won, but more importantly, after there'd been some quite detailed exchanges on these points. And, and further matters have been brought to the applicants attention. So I just flagged that I'm not going to go through all of those unresolved objections for the reasons that I articulated in my exchange with you, first things morning. And then if I go to the amber orange, changes that are in progress, obviously, we're grateful that some of those cover matters which we have addressed in our submissions to date. We look forward to seeing those in terms of the onshore preparation works. We, I think in the exchanges with the local authorities, it's been indicated that some detail will be provided to that, beyond simply saying a plan will be submitted. And certainly, we think that it would be appropriate if there is going to be a requirement for the approval of a onshore preparation works management plan, we think we should see a draft of that, at least to understand its scope. And so

1:03:45

we welcome the principle that we want to see the detail rather than just a requirement. And I think that flags are more general points. There are a number of points raised by the local authorities, where there was reference to ongoing discussions with the applicant on particular parts of the development potential that we are not passing to those discussions. So so far as things are moving behind the scenes between the local authority and the applicant, we do need to be have a clear opportunity to make representations on those points. I'm not criticising that process, because it's one that is common to all of these examination processes. But in terms of the local community, we need to see the output of that it can't be left until the last minute to say an agreement has been reached between the local authorities and the applicant.

1:04:37

So I think those are the headline points I wanted to raise on the amber. In terms of the what's being called the green that's to say the changes that have been made to the draft DCA, in deadlock five we have a number of detailed comments on those

1:05:00

So given the time and given the number of parties and the number of agenda items to cover, I'm just going to briefly summarise them. And we will put the further detail in writing. And the first point is in respect of the definition of stage, which has been introduced. We understand that provision, but we're concerned to ensure that stage is capable of including the onshore preparation works. And at present,

there appears to be a disjunct between how that word is used, or potential disjunction, how that word is used at various points in the requirements. So that's the first point to flag.

1:05:46

There's also a definition of cable ceiling and compound. And whilst the definition again is understood, there's a concern about whether and how the use of that part of the proposed development could be used for other projects and has been designed for those purposes. So a similar issue arises in respect to the cable ceiling and compound as a rose and has been addressed in respect of other parts of the National Grid infrastructure.

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And article four.

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There is,

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that's the obligation to maintain. And I flag that because whilst it's not the subject of a change, there are changes to requirements 15 and 41, to include obligations to maintain landscaping and so on. And the difficulty that we have is, is this first of all, we say there should be a general obligation to keep maintain the infrastructure. Together with the mitigation plan, it shouldn't be carved out through particular articles. That's point we've already made. So, a more general provision in Article four would seem to us to be more appropriate. Secondly, there are concerns about the maintenance period, and whether that is limited to a short period of time or B, only when the development is in fact operational. One of the difficulties for for example, drainage maintenance, is that if the obligation to maintain only applies if the infrastructure is operational, then if the for some reason the infrastructure is not operational, the drainage impacts at the site are going to be exactly the same, but the obligation to maintain that drainage may fall away. So that's a particular concern. We have a

1:07:57

obviously detail concerns about how

1:08:00

the maintenance and so on is dealt with in the O lambs and specific boards bad drainage, which I know we will return to it later. I sh. So I just flagged those and more. More specifically, there is also a general concern about how the maintenance provisions will be discharged in the event of multiple Undertaker's. So, for example, where there are maintenance obligations which relate to drainage or to landscaping provision, and there is an undertaker delivering EA one n and undertaking delivering EA two and National Grid delivering their infrastructure. How will those maintenance obligations be split between those Undertaker's

1:08:55

that also raises a structural point about the draft, DCA, which plays out through article five and three requirements 38 as well or at least requirement 38 flags it as to the relationship between those different

Undertaker's we say that still hasn't been adequately addressed by the applicant. We need very clear provisions to ensure that between those Undertaker's it is absolutely clear who is required to deliver the mitigation and who is required to thereafter maintain the mitigation and at present that's unclear as we've noted before, and landscape mitigation for example, can be delivered by three different routes through the National Grid and sap or through one or other of the of the projects.

1:09:51

There is also

1:09:54

a concern about if the grid connection works are constructed.

1:10:00

And another development consent order or another development, another consent in another form, which is not one of these two DCA OHS, and how that would affect the landscaping and drainage works again, that's point flagged by the change to requirement 38.

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Then, in respect of Article seven

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of the draft, DCA,

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I'm just on the wrong page.

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We just we flagged this. I mean, this is this is more of a red point than a green point. But it's a point which has been addressed in the response from the applicant to

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the acts as comments on the draft DCA, we maintain the concern in respect of the provisions here in respect of nuisance. We know that the applicant still hasn't addressed the question about the section 61 consent and whether a section 61 consent should be required.

1:11:12

For any of the works at Friston.

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There's obviously reference to Section 61 and article seven, but as yet the outcome hasn't addressed the point raised both by you and by us as to whether a section 61 consent should be required.

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And

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I think then, turning to Article 33, I just note that I think

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Mr. Tate QC suggested that there was further changes being negotiated in respect of

1:11:49

pension permitted development rights. And I know also, there's a request from us for confirmation as to the extent of operational land that would be created by the order that support which we flag or which we maintain. And if there is further negotiation on that point, we'd be grateful to understand the scope of it between the the the council's and the applicant.

1:12:18

And I turn then to the schedules. And,

1:12:26

again, I'll deal with this as quickly as I can the authorised project in in part one, there's an ongoing concern about the number of cable ducks and that relates to requirement 42.

1:12:41

Where we say whilst we welcome the changes, there needs to be a further change to reflect the fact that the final cable design requirement needs to be established to ensure that what we're providing was provided through effectively passive provision for the first project

1:13:03

doesn't go well beyond what is actually required for the second project. And

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requirements. Well, obviously, there is further drafting expected. So I just flag that there's an issue in respect of the assumptions regarding finished ground levels, and how the maximum heights were expressed by reference to

1:13:28

both the finished ground levels and a height level datum. And we need some clarity on that that will follow up with that when we see the redrafted requirement 12.

1:13:42

There's also a point about the cable ceiling ends not currently included in the substation design principle statement, and we think that needs to be addressed together with outstanding queries in respect of the potential height of the cable ceiling and compounds.

1:13:59

And overall requirements. Well, we say still needs a lot of work we understand the applicants position is they're not going to split it up, but it needs quite a lot more consideration.

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And then

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requirement.

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Set I've already addressed issues about maintenance, for example and requirement 15 I don't need to return to those. I do also have flagged though, requirement 17 which deals with fencing and other means of enclosure there are changes proposed there in the latest draft. But we need to ensure that there is control over temporary fences installed during onshore preparation work to ensure that those fences are also subject to some control by the local authority.

1:14:57

I think there's a number there's a number of points. We have about that

1:15:00

Turn on the question of the definition of stages and the exclude potential exclusion of onshore preparation works.

1:15:09

Sir, noise conditions as noise requirements, which have been amended at 23 and 24, we still have quite significant outstanding concerns, but there is identified a noise I sh. So rather than an Indeed, we have already prepared drafting, which we submitted a deadline five on noise requirements. So I'm not going to repeat that. But I do flag it as a point which is unresolved through the most recent amendments. And

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then

1:15:48

requirement.

1:15:51

I'm just trying to sort of cut down from my notes to ensure I don't take up too much time.

1:16:00

Yes, I think the more general concerns as well,

1:16:05

requirement 38. We've touched on repeatedly, the interaction between the two DCs and any other projects, which may come forward. And we think there needs to be some further consideration by the applicant of how to frame requirement 38 to ensure that it is known under which project, the mitigation measures are, in fact, being delivered. And so that is a bit of a whistlestop tour. And I'm just going to see if

1:16:47

Mr. Mani has anything he wants to chip in with it. Perhaps it's easiest if he just says if he does, I've tried to summarise as best I can.

1:16:58

Indeed,

1:17:00

just briefly here for Mr. Varney, I did see a hand go up.

1:17:07

Upon apology I just want to have one brief introduction, because obviously I'm deferring to learn it counsel on this subject, in respect of nearly all matters. I think part of the problem with issues around maintenance concerning

1:17:20

landscaping and drainage is that as a as a work, they are being combined. And whilst there is an interrelationship between the two things, they are in many ways quite separate, and particularly when one looks to the operational stage, not least because it is the county council, who has responsibility as lead flow authority, Noddies sub accounts. So I know there's been some discussions in the local authorities on discharge of requirements. But I think part of the confusion starts by the combining of landscaping and flood works in one works numbers. And I think it'd be helpful if the two were clearly separated. And then that would assist in both maintenance and going forward in terms of discharge requirements. That was the only point I wanted to add.

1:18:06

Thank you very much.

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Just observe there as I just take notes,

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is the tip might be worth the applicants time, spending a little bit of time looking at the

1:18:34

as originally made development consent order for the Dogger bank t side, A and B offshore wind farms, and if they have not already done so now, there's some fairly complicated drafting in those as I recall them, which refers to the various different Undertaker's who was assumed for the purposes of those

orders would deal with the delivery of what could be multiple projects, both at sea and on land. And there was a subdivision of various duties and obligations under those orders around defined unknown future entities which they referred to as biz COEs.

1:19:11

Now, this may or may not help. But the reason I'm raising it now is because it has been am crossing my memory and I will certainly be going back and looking at some of that drafting to see if it does. And therefore I thought in fairness, I would flag my thinking there and suggest that maybe the applicants might look at that drafting, too.

1:19:34

Because it did manage really quite a complicated set of relationships between multiple Undertaker's who it was assumed would deliver. And those schemes under in that case with one development consent order. Okay, using that connection a little bit. Oh, did I lose my connection? Do I just Yes, your sound kept going off but you seem to be back. Now you might want to repeat just what you said.

1:20:00

And then I said seconds, thank you very much was Jones just then to summarise briefly it was the flag that I had been thinking back to what then became the made development content or the for the Dogger bank t side aim be offshore wind farms. And, as made I'm very conscious that there's been a subsequent subdivision of those projects. But as made the original order did include some measures for different Undertaker's anticipated to deliver elements of those very complex projects referred to as biz code, some of that drafting may or may not assist us, I will be certainly going back to have a look at it. And in that respect, it would be worth flagging, that the applicants might want to have a look at it, too.

1:20:47

Can I then just check on agenda item. Two, I believe I've heard everybody who requested to be heard, I'm not seeing any further yellow hands. So I am going to return to the applicant and to respond. And if it is simply the case that they're going to take matters away and consider further and then conclude their position in writing and deadline six, so be it but was mail over to you.

1:21:16

Thank you very much for this mail for the applicants. And what I will do is perhaps and run through to some of the clarifications we can give at this stage, which might hopefully

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allay some concerns. And, and then I suspect most of the matters, we will take away and because obviously, there was quite a lot came up there. And so if I can, I guess first of all, on the onshore preparation works management plan. And we do intend to put our requirement in the DCU. As I mentioned, the intention is also to include

1:21:47

in the outline code of construction practice, an appendix or an or an additional section in there, which sets out and some detail as to what would be included within that

1:21:58

onshore preparation works management plan. So I hope that will provide a little bit of comfort to cc's into the council's as to the detail that will be in there. And that will be the the document that be referred to in the condition in the requirement as well. And, and that will cover things like the temporary means of enclosure, and which was mentioned and various other matters. So that should hopefully provide some comfort and that will be in the draft DC what deadlines seven, but the code of construction practice. And I believe it's being updated and submitted at deadlines six. And so that hopefully will provide some some comfort on that. And Mr. Bedford on behalf of Suffolk County Council mentioned the point in relation to private rates and archaeology and and the interface between what's in the land schedules. And whether that overrides the requirements. And I guess again, I can provide some clarity there that and those lands, the rates that are set out in the lunch schedule are very much in relation to private rates, as he suggested. And the applicants will not be able to do everything the applicants do in respect of archaeology will be governed by the the two archaeological requirements and such requirements 19 and 20. And which I can confirm are now agreed with the council and we will be making I forgot to mention earlier and a small change requirement 19 to make reference to outline WSI, which I know the council were keen for us to do so. And hopefully that addresses that particular concern.

1:23:27

And we do very much welcome the the council's comments about taking waste ages 16 and considering it as a whole. So we look forward to hearing from them on that and and hopefully they have what I've said today has provided a little bit of an explanation as to where we're coming from and why we're proposing the changes that we are

1:23:46

one thing on the highways and those articles. And, again, we'll respond on writing on the 20 days point, but I guess I just wanted to mention that, again, the articles are obviously giving given powers and requirements then provide development controls, and most of what, what's covered by by articles and 12. And, and also the

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the access and article as well will actually be all covered within the outline access management plan. So there is a little bit of the fact that those two document that the article was again, as I say, gives the powers to do things but a lot of the detail will be set out within the the documents that need to be discharged. So it was just a flag that fosters that 28 day period in the article and that is the fairly standard provision. A lot of the works will be subject to requirements anyway which will and the detail will be within those documents which will have that 5060 period. So I do appreciate that there is a little bit of a mismatch there. And but I would hope that in practice, the council will have sufficient time to be able to go through the the relevant documents and and just

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I know that protected provisions will be listed

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Later so I'll not touch on those just now.

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Do bear in mind that we did release EDF Yes. Yes, I think we're agreed with with everything on EDF in terms of our position. So am I it was more in Suffolk County Council's discussion on protective provisions. And I know that that was deferred.

1:25:20

And I noted Marriott counsellor Marianne fellows mentioned Magnox and NDA. Now, I can confirm that the applicants are engaging with with both Magnox and NDA and are very close to agreement on a statement common ground. And there's just one match under discussion just to do with the interface and with the sizable gap construction method statement. So the intention is, I believe it's deadline seven, and to submit a statement of common ground with Magnox and NDA. So, again, that was an action that you're going to give to ourselves, but I can confirm that that is very much in hand and the discussions are ongoing. And

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and

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and I think and I guess I just wanted to flag

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a more general comment about the I think Mr. Attorney raised a comment about the ducts and, and the fact that if the because of the operation of condition, requirement 42 which requires ducts to be installed early, and for the second project, I just wanted to confirm that those docks would be installed under the second projects decio so the docks that are included within one DC or relates to that project only it doesn't relate to the other projects. It was really just to clarify that particular point in case there was any confusion there.

1:26:44

And and I guess just in terms of the the comment that you had raised about Dogger bank, and we're very much aware of Dogger bank and I guess I just wanted to note within those details, so there was two details for Dogger bank the creaky back and T side, both of those DC was included two projects within them. So two separate kind of wind farm and wind farm arrays and cables with with them. For the array areas, I believe they had separate areas, but then overlapping cable routes, or adjacent cable routes. So I do think the situation here is a little bit different in that the projects that you don't get to any standard one North projects are obviously subject to separate DC yours. And I do you appreciate the interface at the National Grid substation. And and I guess in that regard, at the moment in our DC Oh, there is just an the definition of Undertaker relates to East Anglia to limited or essentially one North limited. And now any transfer of powers will be will be dealt with under the the benefit of the order provision. And and it's at that point that the relevant powers will be transferred and the any commitments or, you know, to the extent that the national grid and our n jet, even if they were if powers

were transferred under their obligations at what would be transferred at the same time. So, we do consider that that article is the mechanism by which the relevant transfer is undertaken and, and who will be responsible for various aspects will be dealt with through that process. And I guess just there is another the Hornsey to DC was another example where you know, they have to they had multiple Undertaker's under the one DC but again, that was one where it was essentially two projects in one DC all but overlapping and order limits offshore and onshore. And again, I think that the reason those that order had been separate, had separated out the or had multiple Undertaker's was again, because of the fact that it was intended that it would be built out separately. Whereas here we've obviously, the, the style of the DC on the structure of the DC was more akin to the gala one, for example, where that had the National Grid works within it. And so I guess it was just drawing a distinction. And we will obviously have another look at what Dogger bank did and Hornsey two as well, and noting that they do have those provisions in them. But we did consider those at the time of drafting and felt that the approach to be taken was one Undertaker, and then relevant transfer will be dealt with down the line. And I guess just in terms of the maintenance provisions that were mentioned, you know, there is we've touched on this in the last and issue specific hearing is that the article and the DC or

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the report, the maintenance provision within the article is really the power to maintain and then the maintenance requirements are set out within the relevant requirements. So as I mentioned, in requirements 14 and 15 of the DC we'll deal with landscaping and and obviously we have the the separate operational drainage management plan, which is intended to to operate and to be in place for the life of the works. And also within that we've bolstered the wording to make sure it's very clear that it needs to include maintenance so I accept the appreciate

1:30:00

The comments that are being made, but I would flag I think the requirements are really the right place to deal with the maintenance obligations as opposed to the the articles themselves, which, which set out something a little bit different. So it was it was just to get the get that particular point across. And but I think they're the main points I wanted to come back on just now. And if I may, I just want to check with them. Mr. Ennis, just to make sure that there's nothing in particular that he wanted to respond on. Indeed, by all means, do?

1:30:31

Yes.

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Yes. Because I have the benefit of having people in the room are obviously having some of the discussions. And so in terms of Mr. padfoot, we discussed and raised the issue of a planning performance agreement in respect of transportation matters. And it's my understanding that there have been direct discussions with the county about that, and the applicant is willing to enter into that arrangement with me, in relation to transportation matters, simply because of prior practice. It's a process that works extremely effectively.

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It works around so so that that certainly is the applicants intent, and it has been offered and as I understand it is being considered. And we've got space on our agenda item six to cover a little more detail if needs be on that point.

1:31:22

But apart from that, nothing else. Thank you very much. In which case that brings us ladies and gentlemen to the end of this agenda item. I think it would be remiss to start agenda item three protective provisions. Now because we are actually on the time and I would normally call a lunch. So it's creeping up towards let's call it around 10 past one. So let's resume at 10 past two, ladies and gentlemen. 10 past two. Thank you very much.