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00:02

Good afternoon, everybody and welcome back to the resumed hearings issue specific hearings 15 for East Anglia, one North and East Anglia to offshore wind farms into the draft development consent orders. My name is Richard Smith, I'm the lead member of the examining authorities. Before I go any further, can I just check that I can be seen and heard the internal recordings of live streams of commands and the captions are switched on?

00:33

I read, I can

00:35

confirm that the recordings are stored internally.

00:38

the live stream has now gone up, the captions are working. And I can see in US everything's good to go. Excellent. Thank you very much, Mr. Williams, in which case, we will move back to item two where I'd indicated that we were about to move on to the marine management organisation. And just briefly before we do, I did want to return back to a point that was raised by Mr. Tate for he suffered Council, where he raised a concern about article 37 the arbitration provisions and a proposal that these should exclude circumstances where a relevant provision enable the LPA to consent, particularly in relation to schedule 16. And the discharge of requirements and the appeals process. He did in passing, proposed that the highway or authority ought also to be subject to an equivalent exclusion from the remit of Article 37. Can I just check back with Mr. Bedford, whether that is agreed with by Suffolk County Council? is hopefully a simple yes or no point.

01:50

Sir, so yes, it is. So we had taken so the view that article 37 was the reference to the words in Article 730 30 712 unless otherwise provided for was wide enough to subsume arrangements, which would be dealt with under any of the requirements. Not obviously, as Mr. Tate rightly pointed out, 37 two already has a carve out, which you might say is for the avoidance of doubt. And we would equally see that if you're going to then make further carve out in relation to the relevant planning authority for each requirements, logic would dictate you should make the same carve out for the relevant Highway Authority for each requirement. So yes, the answer was yes.

02:46

Okay. Thank you very much on that basis that can pass through and if the applicant can pick that up either in concluding oral submissions, or alternatively, in writing at deadline eight, I'm now going to move to the MMO, who will be leading for the MMO on this item was read.

03:05

Good afternoon, Rebecca, read the MMO. Um, just to let you know that both myself and Lindsey will Mullin, my colleague will be taking this agenda points. So we will be going back and forth throughout it. And we just want to highlight that some of these matters have only been raised with the applicant today. And we understand that reviewing them to discuss these on Monday. highlight those to yourself today.

03:29

Okay, well, do you want to proceed through broadly in draft decio order, I'm assuming that most of your comments will arise under schedules 13 and 14, but they are not restricted.

03:42

Bacary, the MMO we have two on the main decio. So the first one is in relation to Article five the benefit of the order. We do note the applicants comments in rep 7055. In response to the your commentary on the decio, the draft decio. We do still believe that further the ELLs are required that were set out in the north of Vanguard and hongji, free decio. We will provide this in writing it deadline eight. But these would be part one, Part Four part tenancy, and then part 15 1415 and 16 of the Norfolk Vanguard. We believe these deals will just just help with clarity and make sure there's a standard condition going forward as well. And now I'm going to pass to Lindsay Mullen for the next point.

04:30

Thank you very much.

04:34

Oh, good afternoon, Lindsay Mullen marine management organisation. And yes, I was speaking speaking to requirements 13, the land for construction methods statement. And we have reviewed this and spoken to natural England as well and both parties believe that there should be provision for ourselves to be consulted in the signing off of this document. We have approached a Suffolk counsel about this and we have raised this point with the app And we are just checking our sort of on legal parameters regarding this point, and we will provide an upline update at deadline eight. And I will pass back to my colleague, Rebecca Reed to move forward to the next schedules.

05:15

Thank you very much. Now can I also just note for the action list where we have a proposal that natural England ought to be joined into something that it isn't currently joined into, we need to capture that as an action. So on the basis that they're not here, they have a written flag that there's something been raised in their name. So if we can, if we can have that as an action that requirement 13 the LCMS the proposition that both the MMO and natural England might be console T's moving on

05:49

beggary the MMO. So firstly, condition 16 in relation to UX clearance. And yet we are content with what Mr. Mill's said earlier on in relation to those updates, and we believe we'll be able to agree that this condition was the update on the timescale.

06:08

Just to be clear, this was we've rushed into dmls there are a few differences between them, we are in schedule 13, we're in the generation assets decio. On both

06:24

Yes, that's correct. Rebecca, read the mo Yes, that is correct. And it would be condition 12 on the transmission assets, the same condition for that one, so yeah, but there's a small draft in in relation to replacing May, with will and increasing crude and the free month timescale that we're content with. And then the next we'll I'll pass back to Lindsay Mullen

06:53

at Lindsay Mellon marine management organisation and moving then on to condition 71 G, which was raised by Miss melon references are getting good. And the update and the animal can confirm that we are content with that. And then on to condition 21 just regarding the construction and monitoring and cessation of noise condition. Miss mill did raise that we may be reverting back to the original wording and removing the word statistically and the animal can confirm that that is the case. And we will confirm this again in writing at deadline eight that we will be reverting back to the original wording that Miss mill proposed.

07:30

Okay, and in reverting back. I mean, I can see what the intention was in incorporating the terms statistically, that there's a there's a kind of striving for precision around a measure of the significance. But are you content without that there's sufficient clarity about that? You're not nobody's going to fall into dispute or disagreement? Because that term isn't sufficiently clear.

07:57

Yes, Lindsay Mullen? marine management organisation? Yes, we have considered this at length in consultation with both natural England and our scientific advisors at sea fast. And we are content that from our point of view as the manager and enforcer for the marine licence that the the original wording will suffice at the moment, and, you know, for the rest of the examination, which will confirm it that tiny.

08:20

Okay, thank you very much. Okay, moving on.

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And then I think I will pass back to record this next point

08:31

on scar protection yet.

08:33

That that Rebecca Rhea demo, that is the one that we are discussing now. Yes. So we do maintain maintain the position that any new scourer and cable protection can't be installed in locations where it wasn't previously installed during construction, that that should be on a separate marine licence. And that's our position. We did provide a without prejudice position and have worked with the applicant and muscling in on the final word and to agree this without prejudice wording, and that was included in the latest version of the decio. Rep. 7006. So we can content where content was that was that word And currently,

09:17

okay. Right. So if we're then moving on, there are points under condition 25, the cooperation provision, and then we've got the big run of the new conditions. Southern North Sea sac site integrity plan, control of piling in UFO detonations and herring spawning, who's got to deal with each of those

09:43

refractory at the MMO. I've got those. So yeah, so for the cooperation condition, were content with the wording that the applicant provided and the inclusion of the news of a North Sea sec set condition, we are also content with that, that that word Now, and in relation to con dition, 27 and 23 on the transmission assets, the control of piling in new EXO detonations Miss milissa out that we agree with the wording of the condition that's currently there. However, there is a discussion ongoing in relation to defining your xo detonation. Within that condition, just in case clusters are used in the future. It's an ongoing discussion that we're having with both natural England and the applicant. And we will be discussing this on on Monday in the meetings.

10:38

Okay, so on that basis, we would expect to see a revised draft of 2723 to emerge a deadlock no life and deadline out. Ideally, if it can emerge, in a form of words that is agreed between yourselves and the applicants rather than emerging as competing versions of deadline eight and going to the absolute why that would be massively appreciated.

11:05

Rebecca, read the MMO. Yes, we'll take on board and we are aiming to try and agree everything as much as possible by deadline eight and a half, one, one final wording agreed. So on to the herring spawn and condition. So we are continuing discussions with the applicant on this. as Miss mill said, there are a few updates in relation to the timescale and including the methods of that analysis. Within there. That condition were content with those updates. And the remaining outstanding issue is in relation to the wording of a period of approximately 14 days between the first of November and 31st of January. Yeah, in part two. We don't agree that the there should be a specific number. And we believe it's not likely to be the full period. And it is likely to be a small two week period. However, we can't define it, it may not be 14 days, it may be 16 days, it could even be 13 days. So we don't want a specific number on there. So we are we understand the applicant has concerns in relation to changing this word. And because it would need to be seen that that the whole period could then have to be excluded. Or, yeah,

12:31

there's really quite a difficult situation here. Because I guess from your perspective, you need to be able to reflect the actual Herring's mourning period, which for reasons that you've outlined is a variable thing. Which would then mean that you need to be able to trigger its commencement and then trigger its closure with some form of agreement process between yourselves and The Undertaker's. For example, you giving notice to The Undertaker's that it starts because you've observed it started and has finished, because you've observed it's finished. That would be one way forward. But I guess the dilemma there is in circumstances where the untuck Undertaker's might reasonably have contracted to do certain things, and have expended funds in order to get certain things done at certain times. If there is a variable period around which they can suddenly receive a warning notice and be required to stop, then there are losses that emerge as a consequence of all slippage is in planning programme as you manage as a consequence. So is there any way of I guess squaring those competing considerations?

13:46

Rebecca with the MMO, I think the only way would be was by reviewing that the data and providing that information now doing that analysis and agreeing the period at this stage, and this is where the ongoing discussion with the applicant was. And we are, which is why we went down the Heron spawning route to do this post consent. But because we don't know the specific timescales at this stage, that there is that conflicting aspect there. Okay.

14:20

I would hope we'll be in a position where there are sufficiently mature conversations on this so that by deadline eight, even if it isn't completely agreed how best to do this, that we have enough of a sense of intended approach from both yourselves and the applicants to make sure that if we need to call a line on it, we can call a line on it.

14:43

Rebecca reads the MMO Yeah, that is correct. If we can't come to an agreement, the MMO we'll be putting in or putting in a condition to basically remove that comment just to clarify. It wouldn't be alive period. So it would just be Set period for the whole of construction period. And we just don't know that specific period at this stage. Okay.

15:07

Right. Noted. Now, can I just then check that the same submissions then apply to the pigeon pair conditions in relation to schedule 14, as well on both?

15:23

Rebecca read the MMR? Yes, that is correct.

15:26

Okay. Great. So we don't have to do that time three. Right. Do you have any other observations that you want to put to us about outstanding matters or concerns in relation to the the drafting of the orders, noting that, we're going to agenda item four, go on to the kind of accepted matter of schedule 18 and HRA compensation measures.

15:55

Rebecca, read the memo. And there's three further points. I'm gonna pass to Lindsay Mellon for two points that Hank, Miss Mills touched upon, and then it will come back to myself. Okay,

16:07

right.

16:10

At Lindsay Marlin marine management organisation, and before I go ahead into the points, I would just like to thank your indulgence on this double act, as you call them, we've had to split out our our responses due to resource pressures. So the first point that I'd like to return to was the sediment sampling condition. And as Miss mill touched upon, we did receive a draft version of that condition from the applicant this morning, which we will review sort of once these hearings are concluded, and we will look to discuss that with them on Monday with a view to closing that out. And further in relation to the Closeout report and the headroom condition. And I thought that there was some concerns about this sort of overtaking the strategic conversations that were going ahead with sort of Defra and as an industry, we welcome the applicant's commitment to including this condition within the DML. As Ms. Miller pointed out, they could have had one potentially imposed on them at a later date. So we are content with that the moment and we'll confirm that in writing in deadline eight. And then the final point for me before I pass back to miss Reed for her final comments is just to say that we have no further comments to make on schedule 17. And we are content with everything that the applicant has put into that at this moment. So thank you.

17:29

That's schedule 17. Or sorry, or schedule our schedule 17. In terms of the the certified documents

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at Lindsay Mellon marine management organisation, yes, we are content with a certification of plans.

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Okay, excellent. No, I was I was still locked in my mind into the compensation measures. And I scheduled it. We'll come back there. So no points on schedule 17 certified docs.

18:00

Rebecca read the MMO. So the final thing we are going to raise is in relation to the the discussion with Mrs. Palace on issue specific here and 40 on Tuesday, in relation to the red for a diver restriction that is in the best practice protocol that excludes vessel movements during the first November in the first of March. And if there should be a condition on the DML just wanted to know would you like us to touch upon it here. So okay,

18:29

absolutely.

18:31

Record the MMR. So we do know this is this is a general requirement for multiple marine licences that are do have an impact on red for divers. We have had a brief discussion with natural England, those discussions are are continuing. And we highlighted. This is one of the things we highlighted with the applicant this morning. And it was just to say that we do believe that this should be a condition, especially if it is linked to any mitigation. It will be best that this will be secured as a condition. But we will continue those discussions on Monday with both the applicant and natural England to get agreement for deadline eight

19:12

deadline a we can expect to see a form of drafting that forms this up as a new condition not currently present in either of the orders or either of the schedules. To the extent that it's feasible to do so you'll have attempted to fight that past natural England and then it'll it will reflect a conversation with the applicant. So to the degree that that can be achieved. We've got an agreed position that deadline aid. Is that something that we can do I know there's a

19:44

there's less than a week. Rebecca read the MMO Yes, that is correct. If we can't find agreement with the applicant for it to be included in the DML we will provide wording that we would advise for it to be taken into consideration.

19:57

Okay, brilliant. Thank you very much on that basis, then is there anything else that we need to touch on? Or has that brought your contribution this agenda item to an end?

20:10

backery? The MMO? Yes, this this agenda item for our contribution is closed, we'll have we do have some comments and mock rescue or provide them in an agenda right and full. Thank you.

20:21

Thank you very much. I'll come back to Mr. crashy. Then in which case those gentlemen we will move on and it is now the term of the town and parish councils. So I will go in order through arbour town council, first and parish Council and snipe parish Council, can I just check with frist and parish council? Is this circumstances where Stacy's will speak for you? Or are you wishing to speak independently?

20:58

I did have some things to bring out Mr.

21:01

Smith, but in actual fact,

21:03

I'd prefer to write Okay, that's absolutely fine. Because they're a bit off the topic and Okay, well, on that basis, let's, let's say we'll hear from you in writing. At deadline eight. We'll go to se C's in any case

when we've done the other town and parish council here. So on that basis, I will go firstly to Council of fellows, Barbara Town Council.

21:35

Thank you very much, sir. Ladies and gentlemen. baryon fellows speaking on behalf of over town council. Can I just say that I've just lost you there for a second. I say apologies on behalf of my colleague, Councillor Tim beach chair, Snake rush council who did indicate to you this morning that he had to leave it to say he hasn't been able to contribute, but he will do so in writing.

22:05

That will be much appreciated and apologies. In fact, we didn't get to him. By the time you had to leave. But sadly, you know, there's stuff to cover as you will see. Yes, we do understand.

22:15

So first of all, I'd like to say that on behalf of over town council, we do concur with Mr. Tate and he suffix concerns regarding permanent development rights. permitted development rights sorry, and potential future expansion, especially in an AONB with no provision for community views to be taken into account. And especially because we know that other plans exist for connections at the same place. I'd like to briefly refer here to the recent letter regarding five bestiarie project where they confirmed a revised sorry, quote revised and they use the words new connection point somewhere in East Anglia, coastal area to be determined by 2022. Not for instance. So I actually use this as confirmation that it was their intention to be its briston, because they've now confirmed that it is not resting. So actually, community impact in consideration should have really been given to that project as well. And as you're aware, Euro link and Nautilus have said that they also hope to use if approved the National Grid substation there, or if it's rejected this application, that they'll examine the reasons for rejection before deciding if they would continue to to apply themselves or go elsewhere. So I think this point is actually crucial to this examination, because it does leave it open to broadly and too widely. And then my next main point is that we are still unclear and many people remain concerned how the two draft development TCS will work together if both projects are approved, or if only one is or how works will be delivered and how they're going to be mitigated if both projects are approved, and then either if they're combined at the same time, they're sequential, in short term time, or if they're in fact separated in quite a distance of time, or that one is just approved, especially as Mr. Ennis mentioned this morning, that if both projects are approved, then with future competing and economic rights to sell etc, we could actually potentially have three separate different parties, working at one time, delivering the two draughty CEOs. The D CEO title page for each one clearly says that the works are for for Excel Put em one north, so one array. And in the detail, It then goes on to say what works required for that array. But my concern is, again, it's too flexible. And as we know, under the guidance for decio flexibility must be thoroughly justified. So, for example, in schedule one works of EA on one North draft decio, it says, works number six, a landfill connection. So should it not say, or include a commitment to either share a landfill connection and name EA to nor EA to or coordinated with? Or do we really think God forbid, and forgive me, but this is the last day. So we're really still very concerned that there might actually be to landfill connections because the draft decio permits EA one north to say it is having a landfill connection and EA to say it is having a land for connection. And there's no language that ties that together. A couple of other examples works. Number seven, say construction consolidation sites. Work number

eight says a whole road. So that could be a whole road for both separately, there's no commitment to share, or reuse.

26:38

Works number 10 says a new access road from size or gap. So local people are concerned in the ordering and size were thought necessary. There might actually be to constructed. We note that works number 34 and 41, which both apply to the the National Grid substation, and the permanent access road from the BLM 21 have been discussed. And it's unlikely we think we think there's an assumption that that is just one shared between the two DC O's. But again, the language doesn't specifically say that. So if you were if you read the DC O's as they are, and and we have to presume the worst, don't we, in this case, there's no commitment to share infrastructure. And in the very early hearings, I know that you picked up on something I mentioned, which was the potential to share the cable rights. And the applicant did say that might be a consideration. But again, that's not written into the draft development consent orders, that they that infrastructure will be shared, to reduce the impact on the community. And what I'd say is why can't those decisions be made? Now? Why can't the Why hasn't the applicant being further ahead in their designs and in their work? And why did they come before you if they did not know, if they were going to do sequential projects or separate projects. I'd like to then move on to part four of the supplementary powers. PAGE 1817. Seven, where it says the Highway Authority or street authority, which receives an application for consent fails to notify the undertaker of decision within 28 days of receiving the application for consent, that authority is deemed to have been granted consent. I'm just concerned. And I'm sure there are other examples strapped the decio of this default position where if the applicant doesn't hear back, it's deemed they can go ahead. And it doesn't seem to require confirmation of receipt. Now, if that was included, I'd feel a bit happier that first of all the parties confirm it has been received. And then if they don't reply, that's fine. But we could have a situation where genuinely and in these strange times, you know, things may not have even been received. I'm often asked to, you know, reply to an email that either I haven't even received because it's gone into my junk file or or for some reason I've not received the request. People can't presume that there is this default position of consent, and I'm concerned about that.

29:34

Yeah, I will. I will flag the deem consent. points were were raised, of course by by Mr. Tate. whether an outstanding consideration and redrafting on that point by the applicant.

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I want to make you aware. So that is not something that we also are not confident about. And it's something you know, it shows you the level of our research and passion that we feel We need to kind of tell you that that's one example that we are particularly concerned about in that aspect. But thank you, thank you for your, for your confirmation, it will be looked at, in responding to what has been said already, the explanation of emergency works going outside of the regular working time frame, I think within five days seems very lengthy period of time, if it's an emergency, I'd have thought we'd want to find lessons learnt as white had to go ahead and could not be done during working at normal working hours a bit sooner than five days in case that continues on. Although I do welcome the determination of what is essential that that's going to be looked at. So thank you for that. My last point, so if I may, is that um, I may be wrong, you know, I'm only an amateur and we try our best to research all the written

documentation. But I couldn't see specifically reference within the D, the draft istio to any sort of requirements or conditions or delivery of what was introduced only last week as a potential idea, which was a temporary beach Landing Facility. It was brought up during the issues specific hearing on traffic, traffic and transport. And the applicant said that they may be considering themselves construction of a temporary beach dining facility or in fact coordinated use of the size of seen BLF. So within the draft decio. We would want some mentioned that if this does materialise, that obviously the impact protective provisions the need to monitor potential damage to coastal processes, the need to compensate for the loss of use of the beach, or the cliff path while this was being constructed or an in being used, would need to be included. Okay, thank you.

32:09

Thank you very much. Now, before I move through to the community, Representative bodies, and I go to say T's and C's and save our soundings Can I just check out my understanding was the neither of sizewell B or sighs was c wish to speak specifically on this agenda item. But I'll I don't want to blindly plough on if you're sitting there waiting to speak. So can I just check with the pair of you

32:42

know, thanking,

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thank you very much was hired. And was Abraham's I'm Alright, thank

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you very much.

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Thank you very much, in which case, I will then go to rich attorney of counsel for Stacy's.

33:03

Thank you, sir. Richard, Tony, for status. So there's quite a large number of points. Base. But I'm conscious that it's quarter three. And you want to hear from us as briefly as possible. We'll leave the detail points to written submissions. Can I make two overarching points? The first one is that we endorse what Mr. Bedford QC said about onshore preparatory works. We don't repeat that. The second overarching point to make is that, that we were told about discussions between east Suffolk and the applicants on noise requirements. Can I repeat the request I made last week that we please be involved in those because it would be much better if we could influence that before we're presented with that deadline eight.

33:59

Can I just briefly interject on that point to say that, given the nature of the engagement, and Stacy's had with the bringing of your experts at the noise issue specific hearing were very positive contributions were made. Certainly from the examining authority standpoint, it would be greatly preferable that we have an expert deliberation around noise relevant provisions in the orders, with a view to there being the largest possible agreement before deadline aid rather than something being put in a deadline aid

and then challenged by se C's, which in turn might then mean that a deadline nine we receive competing sight unseen submissions in writing from safeties and in and the applicants, and then we have to do the judgement of Solomon. rather difficult, much preferred that you can you can move to an agreed position, as we've said with all other parties here. So if that could be facilitated, it will be greatly appreciated.

35:12

Thank you. So that's certainly what we'd like. And I'm sure the applicants heard that, can I then just very briefly address some of the other articles that remain controversial. First, and I'll deal with the end with the operational land point, if I may, 1 of all, Article four as which is concerned with maintenance, there is a provision now, which limits that power to the the project as described in the air, so there will be and the point there that we make is that the maintenance power should only extend to that that part of the project which has actually been constructed, as opposed to that which might be constructed pursuant to the envelope in the ies The next point we wanted to raise it's still unaddressed by the applicant in the order. And we can't see why is article seven, we've made the submission already about the need for best practical means to be shown. that's reflected in the section 61 consent process for the construction phase, which the applicant has now agreed to. And we can't see why that doesn't also apply by parity of reasoning to the operational phase. And we'll ask the applicant again to reconsider that. And obviously, we'll make final submissions on that deadline eight. Article 27 is the next one I was going to address jumping forward somewhat. This is concerned with the the temporary, maintaining the authorised project. And we just note the references there are to the potentially to the X the change references to the extended maintenance period for landscaping. But as we understand it, the O lens now contemplates maintenance of landscaping provision beyond those prescribed five and 10 year periods. through what's being described as adaptive planting. We do have concerns about that. We will address that in written submissions. But surely, Article 27 should reflect the identified need or the identified potential for maintenance beyond those prescribed five and 10 year maintenance periods. in respect of landscaping. I'll come back to Article 33. Generally operational land issues. If I can, sorry, my computer's alerting them something pologize for that interruption. If I can then move on to the shedule. Or I won't. labor's any further, but we note that the applicant still hasn't addressed the shedule one issue that we've raised repeatedly about the power of the proposed generating stations and the fact that the description does not require a minimum electrical output, then the sensitive the threshold volume is in the DCA

38:42

regime. We have, we've taken it that that is a matter of outstanding dispute between yourselves in the applicants, the applicants have been alive to it, we've raised it on a number of occasions, it is an important matter because it does get back to this balance of benefit point. And we did draw our attention to essentially the the mechanics of the decision reasoning process and and ask the applicant to be to give us a considered position on that. Because, you know, if we find ourselves in circumstances where the balance is very fine. Knowing that a minimum benefit is secured could be an important and relevant consideration for these projects, in circumstances where under a different project in different circumstances, maybe it would not be and would not need to be secured. Now that's to express no judgement either way on that point, but it's merely to I guess, ventilate the thought processes that we will need to go through when we're forming a recommendation.

39:59

Well, that That really the purpose of these submissions that I'm making now is just to highlight some of those key points. There are points of detail, as I say, but we can pick those up in writing. There's a further point on part one of schedule one, which is the associated development connected with works six to 37, which comes underneath work 37 at the end of the first end sip description, and that is, in LeMay, the provision for widening of existing roads. And this is a concern that really is about the that widening would be controlled. You've heard previously a concern expressed by spaces about the width of the access road at seven metres exceeding the width of the surrounding road network. And this provision for widening roads rather causes a concern that the applicant intends to carry out some broader road widening power operations. So we flagged that as a question as to how that is proposed to be controlled and I think, for the applicant to provide, if it can an answer to the the next points really are concerned with the requirements. And can I first briefly mentioned the changes to requirement 12. This is obviously a requirement that has come on a loss over the course of the examination. We have raised before and we can we continue to be concerned about 12 eight, and the definition of the height or the prescription of the height of the ceiling and compounds and overhead line gantries as we understand that the position is that the compounds are of a much lesser height, and the gantries may be up to 16 metres in height. And we think those can be separately defined. It's not clear to us that in the photo montage information has been put forward, there's a 16 metre structure, as opposed to a 16 metre gantry has been assessed. And if we're right on that, then these limitations do not reflect the true assessed parameters within the ies there's about the cable ceiling and compounds, which is that they are not, at the moment properly reflected in the substation design principle statement. And they need to be added to that. Finally, on 12, we have a concern about the reference only to finished ground levels. And we continue to think that the requirements should reflect the AOD figures as well as the finish ground levels. In other words to ensure that the overall envelope which has been assessed is complied with, regardless of any land raising. So have a reference to both height by reference to finish ground and by AOD. I'll turn then, if I may, very briefly to the noise requirements. I've already mentioned that there's an ongoing discussion. On first of all, there's there's an issue and requirement 22, the cscp. Again, you'll recall last week so that we made the point that changes should be made to the cicp to address the use of Section 61 consents. And the applicants were going to consult with us, we thought on the wording of that, and we're still waiting to hear from them on that issue. So I'll leave that there. On the noise requirements on the grid connection works. As for the construction hours, grid connection works, we have raised already issues about noise and disturbance relating to works being carried out at seven o'clock in the morning or seven o'clock in the evening. And we continue to press and really see the applicant to take on board the community concern that really these construction sites should not be operating until 8am and should be shut down. They've got the range of exceptions in the order, which are not the subject of of contest. And really a reasonable approach would be to have core working hours of eight or six reflecting the normal approach to construction sites. And the applicants have said repeatedly Well, we need those times to finish the works carry out the project, but there's no evidence ever been produced to support that beyond their assertion

44:59

on requirement 27. We've we well, this is the core operational noise requirement. We've made requests in writing our submissions on that. And we will come back to that again and again, we invite discussion

with the applicants, it really is very important that we see what they're proposing with ESC, so that we can comment on it and influence that process. Then, can I turn to two broad issues, which are raised in fact, is three broad issues. The first one is about the use of the authorised development for other projects, and it links to the concerns about operational land and permitted development rights. But we've expressed a number of concerns throughout the process as to the fact that this development could be used to enable further projects to connect in this location. And think that an appropriate approach given the applicants insistence that there should be no cumulative impact assessments carried out for those projects is that those elements, the projects, which could enable other development can only be used for the projects which are authorised by these development consent orders. So in particular, we draw attention to the operational access road, and the cables, ceiling and compounds, that those should be restricted to being used in connection with EA one and an EA two. So that's a broad point. And again, we'll follow that up in writing. The second point is impasse addressed or contemplated in requirements 38 and 43. But adopting what's already been said by obrah. town council, we remain concerned about the coordination between these three nationally significant infrastructure projects. And there still is a fundamental problem with the structure of these vcos. Because if we take for instance, landscaping or drainage, how is landscaping or drainage allocated between the three Undertaker's? Who is responsible for delivering and maintaining the landscaping? Is it the first Undertaker to develop is it and that could be national grid, or it could be one of the CEOs who is going to be responsible for its long term maintenance. And beyond ensuring that works aren't built twice? There's also a question about how we manage those works and who is responsible for the mitigation. And it's important, the applicant still hasn't dealt with. And we've been raising it since the start. So I just push that one more time. It's a shoe it's not fanciful. And it's brought on the applicants by the way in which they've approached this, which is to seek to develop consent orders for each of them for two different 10 steps. So that's the third point and the the final point on which I wish to address you is operational land. And you've heard from Mr. Ennis, about this and from Mr. Tate QC earlier today. I just, we've already put in written submissions on this. I just want to address very briefly what Mr. Ennis said, the effective section 263 is not as confined as he suggests. Now we're not concerned with pylons. I don't know why he he was addressing on pylons, were concerned with the land which is to be taken at the substation site. And can I put it this way? If we take, for instance, the National Grid substation site, on day one, the land will be taken foot the permanent acquisition land will be taken by national grid or by an undertaker under the order who will then transfer it to

49:32

that point, that land will be held by a statutory Undertaker. And then so the question is, why are they holding that land? And the answer is for the purpose of that undertaking? And then the question is, and do they have a specific Planning Commission in respect of that land? And the answer is yes, they do. Because they are so deemed by Article 33. So the simple point is that on the day that they Land is taken into the possession of, say national grid, the whole of that land even before it's developed pursuant to the order, it is highly likely to be treated as operational land for the purposes of the permitted development rights and for other purposes such as protection from compulsory purchase by others. So, it is wrong to say that you can simply say well within the fence compound that will be operational and and outside of the fence compound, it will not, because on day one, there won't be a fence, there won't be a compound, but the land will be held for that purpose. And that that's the fundamental point. Now, what happens to that land, it may be that at some point, some of that land

ceases to be operational land, for example, it may be sold on by National Grid when they don't need it. But some of it will be outside of the fence line, but still used for operational purposes. So for example, drainage provision for an operation or substation, on national grid land is likely to be regarded as operational land for these purposes, it doesn't just need kiss on it, it could be in connection with the undertaking. So the drainage pumps, as I understand it, they'll be outside the fence compounds, but they will be operational land. And the same may be true of landscaping, for instance. So Mr. Innocent suggestion that you can have a very limited scope of operational land defined by the fence line is not a consequence of the order as drafted. It could be a consequence, if alternative wording was provided. It could be and it seems to me that in the first instance, given that the effect that Mr. Ennis wants the auditor to have, that the audit should spell out that the operational land for the purposes of the 1990 Act is confined to that land, which lies within the fence line of the substation compounds. And that will be as that would be an expedient to get us some some of the way there and put the mass beyond doubt. And Mr. Ennis would be I think content without from what he's set. The next point is about within the fence line, and the extent of permitted development rights. I endorse what Mr. Tate said here. The fact that parliament is granted permitted development rights is not a reason to say that they shouldn't be removed on the facts of this case. And it's a poor argument to say that that's the answer. But my rights removed by planning inspectors up and down the country on a daily basis. But the the effect that we see is to ensure that there can't be substantial new developments at these sites without an application planning permission. That's the effect that East Suffolk seek as well. And the examples that have been given so far, by national grid, and by the applicant, in our view, are not good reasons to maintain those permitted development rights. So for example, if passive equipment was damaged, it could be repaired and replaced under the power to maintain the authorised development which is granted by the development consent order itself. Any need to rely on permitted development rights, what we're seeking to do is to exclude those rights, which would allow substantial new development within the substation compounds or elsewhere. And just to be clear, that the the provisions would allow, for example, under Class D, be sorry, be small d would allow up to 1000 square feet of new buildings that the size is very, very significant permitted development rights that are given by the by these provisions. So those have been assessed, they need to be considered the scope of them to cause harm here is very significant. And we say that it can be dealt with through a provision such as that suggested by the local planning authority, we'll come back at deadline as on the detail of that proposed requirement, but for the moment, we just endorse the overall approach. So So I've tried to take that as quickly as possible. I'm sorry for taking a fair bit of time in doing so. But those are the points we wanted to flag for today's birth.

54:35

Thank you very much.

54:37

And, again, what I would flag is that the applicant I suspect is unlikely to respond to the detail of these in oral responses. But the best positions that can be drawn out in writing a deadline eight will be much appreciated by the examining authority, so that if matters are still in dispute, then of course they can be responded to at deadline now. Now I'm conscious that we have had a hand raised for some time from Miss Gilmore for CS, now I was going to come to see directly after se C's but I didn't want to interrupt Stacy's position. So, Miss Gilmore, your hand is raised this is now your turn.

55:34

Good afternoon sir and everyone Fiona Gilmore representing Suffolk energy action solutions CS. I just would like very briefly to make two points. First of all, we endorse the wisdom and expertise of Mr. Rich attorney and all the points he's made. And also counsellor Marian fellows, there are two things that I would like to if you like poses questions. Here we are, this is the final stage the final hearing and we are discussing the draft decio in the very final detail. And yet the cumulative impact has not been factored in and the worst case scenario, Rochdale envelope has not been considered, for example, for things such as the landfall where we have been told that in the event that Nautilus was to come here, we would be talking about a second landfall. And as is discussed in the document produced by Nautilus may 2020, given to a PS, where it says that the proposed Nautilus interconnector and the East Anglia, one north and D standard to offshore wind farm projects are different technologies being brought forward by different developers. This means that Nautilus is not able to share the same cables or cable trenches. And it then goes on to talk about landfall in the same way. And obviously, the timetables are different. And yet, they may in fact, come together rather closely. If we accept that Scottish power has only just written in to say that in its recent representation, that it will be putting forward its detailed views on the Nautilus plan at deadline eight. What it means is that we have not had a chance in an oral hearing, to discuss in detail how these things will come together, and what the cumulative impact will be. So we are at a loss, we would like your guidance on how the examiners plan to deal with this. And finally, on the points 23, and 24. Regarding dropping out for works, we noticed that nothing has really changed. And we are dismayed at that because of you know, we have said that no further traffic can be viable given the tourism peak seasons. And again, if we were to factor in the true cumulative impact of Nautilus and the other projects, the HGV numbers would not be 5% additional, but we believe that they will be significantly more than that. So I'm asking for your guidance on how we are dealing with that, given that this is the last oral hearing. And we are not reading scottishpower proposals until deadline eight. Thank you very much.

59:01

Thank you very much, Miss Gilmore. And there are two broad answers to that. The first is a general one. And the general observation is that the issue of cumulative impact assessment is of course, very much a living issue. And it's one that the examining authorities have flagged on a number of occasions, it's alive before us has to be factored into our consideration of both applications and measuring of those in relation to applicable law and policy. And that is what we will do this the corollary to that though, is that we are dealing with the applications as made before us and the applicants have put what they intend to put before us at this stage an examination we take it with that is pretty much a concluded thing and so We have to juggle evaluate, and that which has been put in front of us. And again, that is what we will do in relation to any final movement around cumulative impact assessment. Should there be any deadline age, then because of where we are because we are subject to a formal statutory deadline, that unless examination is extended that we must draw these examinations to a conclusion, within six months, we would therefore have to deal with any such matters in writing deadline NIH, to the best extent that we can. So, those answers I trust, describe where we find ourselves, we will make a judgement based on what's in front of us. And if what is in front of us changes that deadline aid, then there will be an opportunity to respond to it, but it will now be a written opportunity, a deadline nine. Okay, on that basis, then I am going to move on and I'm going to then call on Mr. Chandler for save our

samplings. And I would then just like to check around the room make sure that we are concluded on all the parties who wish to speak principally on this item. After Mr. Chandler. So Mr. Chandler first.

1:01:32

Do we have Mr. Chandler? I'm just checking one more time to see if we have Mr. traveller, he was certainly checked in. He's left is left earring. Okay. Thank you very much for confirming that. Mr. Williams, in which case, that brings us to the end. Unless there is anybody else who wishes to speak on agenda item two, and I'm seeing no hands raised. So I'll return to the applicant. And what I would ask the applicant to do is obviously clearly there's a lot of detail there. I don't think it's it's necessary or indeed even particularly helpful to pass back through it all with individualised responses, because you can, of course, put in a complete and thoroughly detailed submission at deadline eight to address all outstanding points. So am I returning to Mr. Ennis? Or was male demography? No, it was

1:02:39

definitely male for the applicants here. I will keep this very brief. And I'll just touch on one or two points, but the majority of points we will respond in writing and then I'll very briefly hand over to Mr. Ennis, who I believe wants to, to make one one comment as well. So with respect to en Suffolk County Council's comments on requirement 32 and requirement 26. And I do apologise, I thought we had addressed this by amending the reference in requirement 32 to remove the reference to commencement, and to mean that it does then apply to onshore preparation works. And so I think there's just maybe been a little bit of a misunderstanding there. So we will certainly take that one away and look at whether an amendment to the DC requirements are would be appropriate or whether that can be addressed through some amended wording of the plans. But we will certainly take that one away. And, and thank Mr. Bedford for raising that. And I do apologise, I think there's, as I say, just be a little bit of a misunderstanding. And we welcome the comments and confirmations provided by the Suffolk Council. And on the the key points that they raised regarding article 37, the substation design principles statement and shedule 16, we will take those ones away and come back and rating. And with respect to the MMO. And again, we welcome the comments raised and we will obviously engage with with MMO over the coming days to try and reach agreement on as much as we absolutely can in advance of deadline eight. And I did just want to flag one point and you touched on it yourself in your comments. And that was just in relation to the herring spawning. And it was just a flag the the drafting about the 14 days was was quite intentional, in that we included the word approximately there knowing that it may be slightly less or slightly more than 14 days. But I think the key point from the applicants perspective is to make sure that there is some sort of period specified because otherwise, it's a blanket restriction from the first of November to 31st of March, which as you can imagine, is quite problematic and without some sort of indication of the timescale there. So that's why we put that in there. Obviously it is subject to a period that will be determined by the MMO in due course, but it's just to get that that text in there so we are obviously discussing that with the MMR but I just thought it was quite important to to make that point because obviously the there was some rationale behind it. I think that wording that we had talked at the word approximately allowed for that little bit of flex either side. And with respect to counsel fellows comment, I just wanted to highlight requirement 42 and which is obviously that the parallel docketing commitment, so I knew there was a number of comments there about whether there would be coordination or things would happen in parallel or, or sequentially. And and obviously, that requirement does require that we're one project has been constructed after the other, there's the

requirement to instal the ducting at the same time to reduce impact. So it was just to flag that particular point, which which we did include at an earlier stage to try and resolve some of the issues that had been raised. And, and then finally, nccs, obviously raised a number of detailed points there. So we'll come back to those and come back on those in writing. And but I would just like to hand over to Mr. NSU, I believe may have one or one or two points to flag.

1:05:58

Okay, just before you do whether you pick this up Australia's, I guess, risk of labouring upon, I just wanted to check whether you would be in a position to engage proactively with se C's on the the outstanding noise points, because I did get a sense that we had essentially quite a productive technical engagement to the noise issue specific hearing. And, frankly, again, if we can avoid outstanding matters being kind of fired at each other from large cannons, up until deadline nine, if there is any prospect of reasonable agreement, then there would seem to be some virtue in that being done. So as well, if that's one for you,

1:06:45

and Stephanie mill, I'm going to pass that one over to Mr. Ennis. So I will, I will hand over to Mr. And Miss now who will complete our submissions on this point?

1:06:55

Calling some of the applicant I deal with that latter point first, which is the the work. Mr. Smith, I think you're frozen.

1:07:09

I froze apologies.

1:07:13

Guys about half the applicant. Just to deal with that latter point. First, my understanding is that they've been working on that document being undertaken this week. And it's anticipated that either today or tomorrow, a draft will be available. And it was intended to send that to CCS either tonight or tomorrow, hopefully, and we'll be in touch so that that was in train. And I saw clarification on that. I have not even seen the document yet. So certainly, I can take a keen interest in note those noise matters. And I would say that the issue specific hearings have afforded an opportunity for post hearing engagement and it's been active, so we'll certainly seek to engage further on on that front in relation to noise. I just had two points I wanted to come back on in relation to the operational land point. The first is that Mr. Turney had moved operational land being in connection with the undertaking, just to be clear in terms of Section 236263 is carrying on the undertaking. It's not in connection with it's actually carrying on as the phraseology. But perhaps more importantly, what I wanted to do is essentially go to a suffix drafting and highlight a concern for the applicant. And this is this is more in the context of saying if there's going to be a meaningful draft submitted that deadline eight, the applicant was expressed concerns as it's currently drafted, I've set out that concern. It's an oath 7063 paragraph two point 13 is the proposed requirement, which is essentially notwithstanding the provisions, events, case new development and connection works 3038 41 shall be carried out in sheduled, two part 15 plus ba df without submission of a full planning application and the granting of our planning permission. The concern that the app has

regarding this wording is the potential conflict that it has with one of the principal powers of the DCA and in particular, one can see it in Article four, that the power to maintain the authorised project is stated and the undertaking may at a time and team you authorise project, except to the extent that this order or an agreement made under this order provides otherwise. And the inadvertent danger of the drafting as it's currently phrased, is that we, as the applicant will potentially be precluded from carrying out other activities which would be permitted under the order in terms of maintenance because it's been excluded by the wording of the order. Permitted development rights, and therefore it has to be without prejudice to the principal powers, that's number one. And my submission that would be a serious submission in relation to an order, if at the end of day, principal powers were essentially removed by accident by removing permitted development rights. The second aspect is that in terms of the wording, it should really be, essentially, a position where the permitted development rights are removed. The second step of formally requiring a planning application to be submitted and granted, is in my submission, not appropriate in the context of the order, it should just be the removal, if it were to be made, the removal of the powers of permitted development, that's a separate add on that essentially, is, maybe or may not be a corollary. But I don't submit that's appropriate. And in order to state that you have to apply for planning permission, either you do or you don't, depending on the as the Act would apply in that context. And in my submission, it then fixes a position where we would be forced to apply for planning permission, based on definitions which apply to that particular time. So my submission, it's clear that if I say, which were posted, but if it came to the removal of permitted development, is the removal of permitted development powers, that should be taken away, and no further obligations put on. Because I say I think I could have unintended consequences of a future date, where these matters may be different. So it must be I've got nothing further to add. But it was really to add those riders to make sure that those that are coming forward, were drafting deadline eight noted are concerned and maybe have to take those into account. Because clearly that that's a matter for them to obviously put in but I was setting out. So rather than waiting for a response deadline nine where there is no real opportunity to come back from that I will set that out now. So that's the only reason I've come back on that point at this juncture.

1:12:04

Thank you very much, sir. And that is valuable. And again, I would I would note here that the conversation around this virtual table is around setting framework so that everybody knows where they sailing towards in relation to deadline eight. And again, the best positions that we can get to at deadline eight that take account of positions around the table. The better please, the examining authorities are because we have clarity that matters are not misunderstood before the close of the examinations. And therein lies calamity. So thank you very much for that final clarification. Mr. Ennis, now that I believe, ladies and gentlemen brings us to the end of a very long agenda item too. But it was a critically important item because it was the pass through the draft provisions of the orders on this final occasion. So let us then move to agenda item three. And the core of this is is protective provisions. Now I've got two obvious speakers on these items which are sizewell B, and C respectively. And in relation to parts seven, and eight. And so wish to introduce B first and then C to ask the simple question of what is now there is is there enough? Does it address the requests that you have made? Once we have dealt with the two nuclear Undertaker's and I've then got one or two other questions, because I do want to go back to Suffolk County Council, for example, on the proposition around highway protective provisions

and responses to their rep five hyphens 055. But we'll do that once we've heard from the nuclear Undertaker's. So can I go first two sides will be please.

1:14:07

Thank you, sir. Yes, the protective provisions. The update remained as the issue specific nine, which is the protective provisions are substantially agreed subject to the conclusion of a side agreement. And there's a there's a point which is with the technical teams at the moment on the protective provisions, but it's hoped that agreement will be reached next week on that, and then that will form the wording that will go into the final VCO for deadline eight. On the side agreement point, side agreement is currently with the promoter for comment. And we've been told that this will be returned to us on Monday. And it's obviously our intention. What we've been working to all along with the side agreement be agreed, if not concluded by that line eight and certainly concluded before the close of examination, however, because we haven't yet had sight of the promoters comments on the side It's unclear at the moment who asked how close we are to reaching agreement. So today we reserve our position with respect to the protective provisions pending those discussions with the promoter next week. And in particular regarding whether we need to say to you at deadline eight, that indemnity and indemnity provisions should be included on the face of the order. And, obviously, given where we are in the surgery examination, we may need need to make further representations to it deadline eight next week. But I think we will come back to you then if we may hope that we can have useful discussions next week with the promoter to resolve this.

1:15:45

Okay. First observations I'm going to make on that is in relation to the evidencing of the conclusion of a site agreement. Now, of course, the site agreement itself is a commercial agreement, and it will be a confidential agreement. And so it's not going to be something that in the normal run of things would be submitted into an examination. But what does need to be submitted into the into the examination is an exchange of correspondence between the parties to it at a sufficiently high level in the two organisations to be conclusive evidence that it has been entered into, and it stands for agreement on certain things. To the extent that those things are important and relevant, certain term, we can reassure the secretary of state that there is no remaining outstanding dispute on those matters. Obviously, if there, if there emerges a point where that agreement is not formalised, one of two things is going to emerge, either that you're going to disagree with the draft protective provisions or you're going to seek their amendment. If there is any prospect of you needing to seek their amendment. Again, I would emphasise if it's at all possible for those discussions to take place, with the applicants literally over the coming few days, so that if you are at least in a position, where you can put a cluded position between yourselves and the applicant agreeing to disagree and setting out what the reserve matters, our deadline aid, rather than not understanding the applicants position up to an including deadline eight and then you don't put anything in until deadline nine. Because at that point, there's a lot of stuff that should be in control that isn't. So preferred steps then conversations between yourselves and the applicant in the days leading up to deadline aid that either leads to agreement and evidence of it or disagreement that is clear with expressly identified reserved matters that deadline eight, yeah. And then cross comments, deadline nine only if required. Okay. Is there anything else that you need to put to us? Nothing.

1:17:59

I'm very much hoping to reach agreement next week with the promoter, which will remove the need for us to make any further comments. But obviously, we will update you at deadline eight, as you say.

1:18:12

Okay, thank you very much. In which case, we can move on to Sizewell C and Part Eight. And it's exactly the same questions.

1:18:26

Well, fortunately, it's

1:18:26

very similar answer. So Natasha, hi, J first size will seek. And we similarly same as issue specific hearing nine where the protection provisions are substantially agreed and is pending a signed agreement. We are having good discussions with the applicant and the applicant had currently has the amendments on our draft. And there are a few points with the technical teams on our sides as well. And similarly, we reserve our position in terms of whether we need to request for an indemnity as part of the protective provisions at deadline well, later deadlines, but I appreciate your comments already made to ngl. And we'll take the same on board. We're looking to engage well with the applicant over the next few days to ensure we can update you by deadline eight.

1:19:12

I'm very very grateful. Okay, so that has dealt with the the two nuclear Undertaker's in relation to submissions on protective provisions. Now I am then I believe, going to go to Suffolk County Council Just let me check my hands and see if I've got anybody else who's raising their hands. I do see Councillor Marianne fellows as well. So I'm going to go to Suffolk County Council. I'll then go to Council, the Marion fellows. And is there anybody else wishing to raise anything on protective provisions at all? No. So that's the remaining business for this item. So Mr. Beck

1:20:02

Thank you, sir. Sir, there are actually two points to raise in relation to protective provisions. And the first one actually more closely relates to what you've just been talking about in relation to Sizewell C. And this is more a question of query or clarification that we would like to raise through you with the the applicant. And obviously, so as we'll see who are in the room. So in shedule, 10, in Part Eight, which deals with the protective provisions in favour of size, well see, there is at paragraph three, four and five, reference to interaction between the promoters of the present applicants, and Sizewell See, in relation to specific locations where there is seem to be, as it were an overlap of potential highway works. As between the two projects, which we have no problem at all. With. With that, and we welcome that cooperative, an interactive approach. What we simply query is we think there are other locations which clearly have been discussed in the course of this examination. Whilst we don't say necessarily, they all ought to be listed, we don't understand quite the thinking as to why they're not similarly the subject of the same cooperative approach. And if we can just identify them. And then in a sense, if the applicant wants to respond as to what thinking is now or whether that's more appropriately a matter for the deadline a written comments. So bit, but so the locations are where we again, see there's potential for

overlap between the two projects. It's the xr 1894 B 1069. Friston. It's the B 1069. Not a shawl, the B 1122. At old ringham, the B 1122 at saboten. And then the two areas of a 12 mitigation works at malls food, and Oxford,

1:22:28

can I float to something at risk of opening up further approaches to drafting this very, very late stage? But might there be another way of dealing with this, which looking at the drafting in Part Eight, to schedule 10. Whether in fact, the range of individual interaction provisions could be collapsed into a general provision around interaction on highway network works or something of that nature, with them necessity for the production of a highway interaction plan in consultation with Suffolk County Council. And that point, it It puts off the whole day because we don't have to get the precise definition have a list of locations? right? Exactly. Now, it becomes a matter almost like the discharge of a requirement. And then there can be a conversation if the secretary of state were to make the orders about the scope of of the interactions that would need to be incorporated in the plan. Does that command itself to you at all, Mr. Bedford or,

1:23:47

sir, from the county Council's point of view? Yes, we can see that would be a perfectly sensible, pragmatic way forward. So long as there was a mechanism for, as it were the locations to be the subject of a scheme for approval by the local Highway Authority, obviously alive to whatever was the sequencing and integration of the two projects, if they both are proceeding on their particular time paths. So So yes, in principle, that will be an alternative way. But I say we were happy to be guided in a sense by the applicant as to how they see it as the most appropriate for their order for orders. Thank you, sir. Mr.

1:24:31

Constantine, about the applicant is perhaps helpful just to explain that in relation paragraphs, three, four and five, it's actually locations where there is an overlap in order limits between the two respective or the three respective schemes. And that's why they express these preferences in the in this shedule. In terms of statements of Common Ground we've indicated that we are going to, in relation to other matters, continue the dialogue and work effectively together. And ultimately, in terms of other overlap matters, they're really dealt with in the construction traffic management plan, which would deal with arcus obviously has to deal with our construction traffic and deal with it in circumstances where there is a potential cumulative effect and putting in place mitigation and advances that. So that is why there are those Express provisions there. It covers the specific order overlaps. And I don't think we would be particularly comfortable by having some amalgamated that really do require to be specific in that context. captured the broad general one in the traffic manner, the construction traffic management plan.

1:25:43

Yeah. No, that's that's fully understood. Okay. In which case back to Mr. Bedford, because there were other points he wish to raise.

1:25:53

Thank you, sir. So thank you. And thank you, Mr. Ennis, for that clarification, will reflect on that. And that may be that the rationale and the explanation for the difference is clear enough. And as Mr. Minister said, there are other areas where there is recognition of the need for cooperation and coordination. So so will I say, well reflect on that. And if we need something further, we'll do so at a deadline aid. So then turning to the remaining matter, which is the issue of Was it worth the absence of protective provisions in favour of the county council. And you'll know that that's been a matter which has been raised by hours, during the course of the examination from our local impact report, comments onwards. But notwithstanding that it has also been the subject of useful and productive dialogue with the applicants to see if there is a practical way of dealing with the concerns in a different form. And you will also recall the discussion about that at issue specific hearing nine, and essentially, the position was that I think it was recognised on all sides, the default position would be protective provisions. But that would be the default. And it was intended to work forward on a section 278 agreement and incorporation of protective provisions. And so that dialogue has continued, it hasn't yet reached a complete conclusion. But the signs of progress are good in that we are effectively on the same page, in terms of what the relevant provisions ought to cover, in terms of dealing with recovery of costs, matters of third party liability, and timescales for works. It's really a question of wanting from the county Council's point of view, to be sure that if we go down the route of not having protective provisions, the county council is effectively as protected, and that the terms are as enforceable, even though they're taking place via an agreement, which at the moment certainly doesn't yet exist, and also that they're capable of being dealt with, in a way if the benefit of the order is transferred to others. So so we're almost there. There has been some exchanges. And I think we've even been some wording exchanges this morning, during the examination. And so the way that we would put it is that we have, as matters stand, at the moment, a high degree of confidence that we will be able to resolve the limited outstanding matters before the end of the examination, which would avoid you needing to address the issue of protective provisions. But the default position remains at the moment that we still see there is a need until that has been removed. And obviously, if by deadline eight, we haven't reached a reconciliation, we will be submitting to you what we think are the protective provisions that would then be needed. That's that that position,

1:29:11

and in that respect, again, just as just as I raised with the nuclear Undertaker's and the need for evidence of an agreement having been entered into, or in this case with a section 278 agreement, an executed agreement that an executed agreement could be put before us. And if that was done, then of course, the Secretary of State is fully aware of it and can accord it the appropriate weight. But if that's not possible, or it can't be evidenced in some way, then at that point, if if your backstop position is you need your protective provisions, then we need to see those in executable draft form at deadline eight so the applicant can respond at deadline nine Okay, In which case I will then turn to counsellor fellows before returning to the applicant counsellor. Protective provisions.

1:30:12

Yes, sir. Thank you very much, counsellor Mario fellows on behalf of over town council, it was just to assist on one small matter. And then one comment. When you talk about nuclear matters, there is another party that's not actually confirmed or protective provisions, which is Magnox nd NDA. So with regard to size or a, because they do need protective provisions to access land, etc, and continue

operations, although they are in a decommissioning phase, this does require you know, access to the site movement has staff, heavy loads, if decommissioning is brought forward, which it may be under, you know, emerging plans to accelerate decommissioning where there's a need to do so then it would be quite important that they are included. So I would ask that you seek that if you wish yourself

1:31:17

that. That is, again, I'm very grateful counsellors. That's a very important point. And I'm not unconscious of the fact that you raised it before. It's an early hearing, and it's now being raised yet again. And can I just asked the applicant where we are in relation to the status of contact with the nuclear decommissioning authority strike, Magnox strike? sighs Well, a and what needs to be landed by deadline eight and what will be

1:31:49

comments and half the applicant statements Common Ground out with for signature, and that will deal with the matters, they are comfortable with what's proposed. Okay, so

1:31:59

your proposition and is that no protective burdens will be needed? We won't be awaiting another round of drafting because everybody will be content.

1:32:09

Okay. Okay.

1:32:13

Yes, yes, thank you. And then my second point, um, from what was said previously, it's not just highways, where there's interaction between size or see potentially and the applicants, it is also potentially as the mentioned, and I mentioned briefly earlier today, if there was use of beach Landing Facility or any use of the beach, or the cliff, so not just highways. And also, I think it's, it's about really, I think, perhaps if things don't get ironed out with regard to how the to D CEOs, and we would suggest they might need to be rewritten about sequential or community of impact. They're still concerns, I think, on how the National Grid building fits into all of this. And in terms of how that's going to how they will actually then pay for mitigation pay for compensation, how National Grid will be held to account to actually deliver what's in within draftee CEO. And whether there's any protective provisions that parish or town councils will take in the future might want to, to sort of just highlight should the National Grid substation then proved to be what rent triggers the development of much more of an energy hub? I think that's the thing that's missing here. And I don't know quite how to raise it with you sir. So I, I do I do apologise, but the actual point that say for example, if the National Grid energy hub had been subject to its own decio first, and then subsequent vcos were put forward for EA one north and the A to A Nautilus in euro link in the future, that would be much more clearly understood. But how the National Grid substation is proposed to be designed, constructed and then operated into the future and mitigated for is not really clear in this the elephant in the room. Thank you.

1:34:19

Thank you very much. Now, ladies and gentlemen, noting with time it is nearly caused for I think probably the best way forward having heard the last of the interventions on agenda item three, we have to return to the applicant for reply and again, I would emphasise that high level reply gratefully appreciated with detail to proceed in writing and deadline eight. I'm going to ask the applicant to bring that out after the break. So they actually have 15 minutes to contemplate what they will say. And we will hear from the applicant in response and adjourn. Write in three after the break and then move directly on to agenda item for now folks who might be looking slightly worriedly at their watches thinking about the time required to deal with the remainder of the agenda. Once we're on to item four, there are a distinctly limited range of questions that the examining authorities need to vote and so I don't think we will have any trouble ending within a normal hearing day. I trust I'm not proven wrong on that. So ladies and gentlemen, it is now of course a three we will break we will read Costa for apologies we will break and we will return at 4pm. Thank you very much, ladies and gentlemen.