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00:04

I'm going to make a start on agenda item seven, which is the form and content of the draft development consent order. A set out on the agenda for this element of the issue specific hearing, it would be useful to have the applicant summary of the draft development consent order that I'll refer to as the DCO. But maybe before I invite that, do Are there any new participants at the table for this particular agenda item that we'd like to introduce themselves? No, I have I have the names already. Okay.

00:51

Sorry, Mr. Parker, my instructing solicitor is sitting next to me. I think he's hoping not to speak. I think his intention was that he'd instructed me to speak. But I insisted he sat next to me.

01:10

Okay, thank you. To save the applicants summary of the draft development consent order, and after the after the applicant gives the overview, I have initial questions that will assist the examining authority and its understanding of the application and the powers, the draft DCO is seeking. I have some questions for the relevant authorities that might be involved in discharging requirements through subsequent applications that will be made on to the DCO. And there will be an opportunity for other parties to make any associated comments. I have quite a lengthy list of questions. I'll just see how far we get because I'm unconscious. It's an important subject, but we are probably towards the end of the day. So if I could invite the applicant to give the overview, please.

02:09

Yes, madam. And in tirely, in your hands, as to obviously as to how you want to do this. Do you want me to follow the structure in your item seven in the agenda, which starts talking about the proposed development and commencement and those things? Or do you just want me to describe, first of all the structure of the order? I can do whatever you like.

02:41

I think I'll leave it to you, Mr. Humphries. But but to keep it fairly high level, as I say, because we are rather constrained for time. And I'm hoping that the subsequent questions will give us an ample opportunity to drill down a little more into it.

03:01

Let me, let me give an overview. And I do appreciate that, that you as a panel will have read this, and the I'm sure the other principal parties in the room, but there may be others who are less familiar and so. So I'll do that sort of extempore. At a high level. So this is a bit of a draft development and consent order for various legal reasons. It is drafted in the form of a statutory instrument. There are two reasons for that actually, one because it includes compulsory purchase powers and the other because it seeks to amend certain legislation, and therefore it's drafted as a statutory instrument, and therefore if made by the Secretary of State it is legislation. So insofar as we comment on the individual elements, as you know, we were drafting legislation. It's in a very standard form. Most of these development consent orders as data instruments follow a pretty familiar order, it starts in part one with some preliminary things. There are some boxes that would be filled in by the Secretary of State, if he made the order, the year of the order, and the date it comes into force. There are some extensive interpretation sections, we may come back to some of those points because I know they're specific questions, but I'll just give an overview. So there are lots and lots of defined terms in in the order and similar things that help you understand the language used. Part two is a very important part. This is the principal powers and in essence, it's this part Article Three, for example, that grants the development consent. Article four gives us powers to maintain the works that Article Five is one we've touched on limits of deviation. So things are shown on plans, but we can move the centre line, for example, of the line within certain within certain limits. The order sets out who benefits from the order. And slightly unusually, in this case, there are two parties that directly benefit both ourselves and UK Power Networks for reasons that I touched on, before the unusual nature of this DCO in that it involves us not just working on our own apparatus, but also touching UK Power Networks, apparatus, and so they have certain rights, there are powers on consent to transfer the benefit of the order, these are very, very standard independent consent orders. And in certain circumstances, you can transfer the benefit of the order or temporarily lease the benefit of leased land and transfer benefit. There are provisions on the application of the 1990 Act, people should understand with the developed consent order, there's always an explanatory memorandum. And that explanatory memorandum gives a commentary on what the different provisions mean. And in relation to the 9090 Act. It's a little bit technical, but there are various things that we need to provide for in this development consent order to make ourselves consistent with the 9090 Act and to be able to step in to certain abilities or rights under the 1990 Act, for example, permitted development rights, what we sort of can step ourselves into some of those things. Application of the infrastructure or community infrastructure levy regulations, normally development, as you will be very familiar, can attract SIL community infrastructure Levy, that's obviously inappropriate for a piece of infrastructure, which itself is of the public benefit. And so we're able to disapply that, and then 11 Sorry, 10, or other planning permission. This is a provision which is quite, quite new. It's not unique. Here, we've we've, we've looked at other examples. But in the Supreme Court, a little while ago, that was a decision in what's called a hillside. And that made various important decisions about the relationships between different inconsistent consents. And so what DCS have started doing, this is not the first, but what they've started doing is in effect, putting in Hillside provisions, this is a hillside provision. Did you want to say something that sorry? No, thank you. Oh, sorry, you put your light on, I thought you wanted to say something. So part three, then moves on to streets. There are all sorts of fairly detailed provisions here about street works, where, you know, it's difficult at a high level to describe these in detail, but street works application of permit schemes, application of the 1991 Act, that's the new roads and street Works

Act, where we're in effect, sort of stepping into Andis, applying certain parts of that particular act as appropriate these types of provisions are if I can put it like this extremely well precedented. And I'd be loath to fiddle around with them. Because, you know, in the form they are they they work to make sure that the relationship between this piece of legislation and and the 9091 Act works effectively. There are powers to alter the layout of streets temporary stopping up of streets and a lot of these refer to schedules in the order and the schedules contain lists of streets, where works may happen or or things may be stopped up is access to works construction alteration and maintenance of streets and agreements with street authorities and sometimes street authorities is a slightly on usual term which you may not have come across. Before you couldn't you can see as defined in the new roads and street Works Act. So Street street authorities are slightly wider than highway authorities it will be highway authorities plus other bodies that are responsible for streets that may or may not be public highways, for example. And the reason for in clewd or one of the reasons for including a power like this is that those bodies may not have the power the legal power out to enter into agreement. So in effect, this is saying that the street authority and the undertaker may enter into agreements so that they would in effect, have that power if they didn't otherwise have that power highway authorities would park for, again is a very common part supplementary supplemental powers. So we're things relating to discharge of water, our ability to discharge water from our works, perhaps principles during construction to public sewers or drains or other things, because we might not otherwise have that type of power protective works. This is a power that allows us to undertake protective works to other buildings or structures that might be affected by our works. One would hope in this order that it wouldn't be necessary, but one doesn't know when it's entirely typical there to take the power in case this is in case this is needed 21 authority to survey and investigate land obviously, you will appreciate that under the 2008 Act, we have powers to go on and survey and investigate certain land before before the order is is made this gives us power Once the order has been made, because only applies when the order has been made to go on and monitor survey make trial holes take things away, as as as appropriate. Article 22 removal of human remains, people often ask why do you need removal of human remains. And part of the reason for that there's a kind of clue is when you look at article 2217 and 18. So 2017 says section 25 of the burial act 1857 I mean lawyers and nothing but contemporary offence of removal of body from burial grounds does not apply. Now that act is one of the only sections in that act that remains on repealed most of it has gone makes it an offence to remove a body from a burial ground. And that burial ground might be very old might be you know, Anglo Saxon burial ground. And, and that would be an offence you can go and get a faculty as it's called to remove these things. But it's quite a slow process. What article 22 is doing is in effect giving us a modern, a modern way of dealing with this if if while excavating or something we suddenly come across something that might you know, might be a body in a burial ground and allows us to take appropriate, appropriate action. So that's why that's there. Part Five is also a very important

13:03

part of the salary instrument, its acquisition and possession of land. So the primary power is in article 23, the compulsory acquisition of land. But we also have in article 20, for compulsory purchase of rights. And that extends not only to existing rights that may exist, so we could acquire those but we can also create rights of land. And obviously for a project like this, this is absolutely vital all rights to have our parts.

13:52

Thank you all for your patience, I believe that the system has been successfully restored. So if I can ask you, Mr. Humphries to resume your summation. Thank you.

14:04

Thank you. And is this sort of level of detail? Appropriate? That's fine with you.

14:12

So far, so good, thank you.

14:14

I'll aim to improve. So Madam, I mentioned article 23, compulsory acquisition of land and compulsory acquisition of rights. And I mentioned the point that this allows us to acquire sort of existing rights but also to create them in 24, not 24. Or as on page 26 of the order. You'll see the reference there to shedule nine and examining authorities often ask about sheduled nine or the equivalent of shedule, nine in other orders, and why is this there and the reason it's there is it It actually gives rights to people. In other words, if it was not there, certain people would not be able to claim or certain of the claim compensation for certain of the things we're doing so, because certain of the compulsory purchase acts are a bit dated, so you'll see reference in sheduled, nine to the 65 outputs the compulsory purchase act 65. That act didn't contemplate statutory powers to, for example, impose restrictive covenants. And so, what I give that as an example, so what this shedule is doing is saying, look where in those old Acts it says, land is acquired from someone you can read or write or a restrictive covenant Overland is purchased or imposed on that person. Therefore, that act is then read for those people as as as allowing them to claim for that type of thing. So that's what shedule nine is about, is giving people rights to claim against us in certain circumstances. 25 is, this is just about subsoil and airspace. So in essence, what it's saying is, if we acquire airspace above someone's land, they don't have the right to force us to acquire the land itself. It's not quite as straightforward as that. But it's relating to various compulsory purchase provisions in the general compulsory purchase code. So it's a sort of it's, it's allowing us not to, we're over sailing, something we don't have to acquire freehold or the land below 26 is important. This is the temporary use of land by National Grid, and 27 is the temporary use of land by UK Power Networks. And, again, you'll have read the provision, but if I just get the high level, it allows us to take temporary possession into broadly two circumstances. So the first circumstance which you'll see in 26, one, a Roman one, is the land in sheduled 10. So if land is in sheduled, 10, we can only take temporary possession of it, we can't do anything else, we can only take temporary possession of it, but don't have to. But that's all we're allowed to do. In 26, one, a Roman to see that, that says in any other or any other of the order land, where there's no notice to tree to no declaration, that's a general vesting declaration, where so in other words, where we haven't started compulsory purchase, we can we can take temporary possession of any other land. Now, why might a promoter want to do that, you know, you can acquire it, why might you want to do it, the normal circumstance where you would want to do it is where you the land, you can acquire a full piece of land. But when you actually get onto it, you find actually, you can carry out your Saturday purpose in a smaller area, you don't know that, but in a smaller area, so you can go on, take temporary possession first. And then when you've carried out your works, and Daniel construction and everything else, and you find that the cables only in this area, you can then start the compulsory acquisition of the land or the rights just in the area that you need, and

therefore the rest of that land, obviously has been temporarily possessed, but it then continues to be owned by the landowner. So this wasn't an innovative type of provision that I think, I think, I think Mr. Parker and I and others on the Thames tideway tunnel sort of pioneered this provision, which has become fairly standard. Now, the rest of it is really dealing with the mechanisms. You know, notice what you have to do when you go off temporary possession land, what do you have to remove and restore what you're allowed to leave and those sorts of those sorts of things. So I'll leave that at a high level and it does allow you 26 Seven, we do have to pay compensation. And again, we've provided for that you always do so that the person has a statutory right to claim largely replicated but in slightly different circumstances relating to the UK PN works in 2728 is different 26 and 27. Were temporary possession In for construction 28 is about maintaining the authorised development again, it's within the order limits. But if you look right at the end 2812 Is during the maintenance period. So this would typically be used for landscaping and other things that you were doing way where you want to be able to go back onto the land to maintain the works, it's obviously different from the long term maintenance of the overhead line the asset because we're taking permanent rights for that. So this is just a temporary possession power so and I I should add, temporary possession is not compulsory acquisition. So compulsory acquisition, you're taking a permanent interest or right in the land, temporary possession, you're just you have a legal power to to occupy the land for a period at 29 use of subsoil under or airspace over streets. Again, this because you wouldn't acquire the street and the surface of the street, this is just giving us certain powers to do things without you know, without having to take the street itself. 2030 is under the heading compensation. And this is this is all to do with protecting the acquiring authority. So unfortunately, what can sometimes happen is that landowners can create rights or do things to enhance the value of their land, then we acquire and and we end up paying more compensation because they've deliberately engineered things that's perhaps not the best way of describing it. But but this is basically saying that the tribunal mustn't take into account interest or enhancements in land, if they're satisfied that the interest or the enhancement has been done with a view to obtaining compensation or increased compensation it protects us 31 is set off for enhance money in value less likely to be relevant here. But this is basically to do with betterment and it can arise and is obviously appropriate to protect oneself 32 is to do with the mineral code and and you know, not acquiring rights and things in in in minerals. 33 is time limit for the exercise of the authority to acquire land compulsorily, there are some similar provisions, which in a different context we may touch on, but I'll just give you this as a as a kind of cross reference in Section 154 of the act. I think it's subsection three and four, there are some provisions on time limits. But here this particular order has a bespoke time limit for the exercise of compulsory purchase rights. That he for acquisition of parts of certain properties, again, this relates to the general compulsory purchase code and typically were part of house building or manufacture is taken, you can,

23:21

the landowner can force a person to take the remaining part. The This in effect sort of adopts and adapts part of that it's it's rather complicated if we if we need to get into it at a later stage. Absolutely fine. But this provision is pretty, pretty standard 35 application of the compulsory purchase general vesting act. So there are two ways of taking land when you have a compulsory purchase order. One is a notice to treat under the compulsory purchase act 1965. The other is you can make a general vesting declaration, the compulsory purchase act is applied anyway and you can see 36 applies article 36 applies it. But the general vesting declaration Act doesn't automatically apply itself. So we've applied it

here. And what that allows you to do is you would serve a general vesting declaration and when that vesting declaration takes effect, the land is transferred to the person that exercising the general vesting declaration. Contrast that with a notice to treat and Notice of Entry where you can go on to the land, but title doesn't transfer. So typically now in large modern infrastructure projects, you would exercise a general vesting declaration where appropriate. There are all sorts of complicated reasons why people do slightly different things and both apply but that's why this is applied in that particular way. 36 As I mentioned, is the application of part one of the 1990s 65 Act and it's slightly it's slightly adapt certain time limits you can see there. So, short point, the 65 Act section for this is 36. To set a time limit of three years, we substitute, again, perfectly typically the time period in article 33, which, as you can see from article 33 Is, is five years. So it's a slightly longer period. For us to exercise the power Part four is in interpretation. Sorry, Part four is not doing that's again, part of the application of the 65 Act. So it's again, adding in some, some, some some adding or modifying some provisions. 37 is extinguishment and suspension of private rights. And there are two or three powers here which again, I will like touch pass over but extinguishment and suspension of private land rights in land, so we're able to, in effect, either extinguish or suspend those rights if we need to, in order to carry out the works. This was the point that I refer to earlier when I was talking about the grid supply point. And I said, Look, we may own the land. But if there was a third party right over it, that could be an interference, this power would allow us to either extinguish or or suspend. And then because these types of things arise in several different ways, there are two or three provisions that are kind of similar in many ways. So 38 is the power to override easements and other rights. So they're not actually extinguished. But in effect, we're able to override them 39 statutory authority to override easements and other interests. And again, I won't go into the detail of it because it is if we just take too much time, and 40 is similar, similar things for UK Power Networks, 41, there's going to have to be a change to that. Because it refers to Her Majesty in the right crown, and it should be His Majesty. And we've spotted this. And so that's wrong. And 42, there's also going to have to be a small amendment to three years ago, might be slightly more parliamentary counsel in their advice, I think, advised and pins pick this up and echoed it in advice 815, that, in drafting DCO, Saturday increments, one shouldn't use shall one should use must. Not very good reasons for that. So you know, the operator shall do this. Now, that could be ambiguous, the operator must do this. What what has happened, Mr. Parker, and I have have noticed here is that what was probably a shall in an earlier DCO has been changed into a must. But it doesn't make sense anymore. So so it says 42. So much of the special category, land is required for the purposes of exercising by the Undertaker, but the the order of the order must be discharged from all right, it doesn't mean must be discharged, it means that they are discharged, we will pick an appropriate word and I apologise for that we've only just, we've only just noticed it. We have little else to do in the evenings. But obviously, really detailed provisions of the order 43 is to do with statutory undertakers and protective provisions. So that's the one that introduces sheduled 1444 Again, recovery costs for new connections, this is where you know there are new connections or the apparatus of public utilities are changed and that gives them certain rights to recover compensation in respect of expenditure and so on six is Is it six is a dull part to be honest miscellaneous in general, its application of the landlord and tenant act. I won't bother to explain that defence to proceedings in respect of statutory nuisance. Again, this is making detailed amendments modifications to the Environmental Protection Act. We can come back to it if you've got questions on it, but I suggest not for today. 47 is traffic regulation, which of course is the thing We touched on before and there was reference to the various parts of shedule 12. And that gives us the power to make these orders. 48 is filling and lopping, which for some DCS some

projects isn't so important, but obviously for an overhead line is extremely important that we can prevent trees principally growing into the overhead lines, particularly to protect the unit safeguard, safeguarded areas. 49 relates to trees subject to tree preservation orders, which is obviously slightly different. 50 is closure and works in the river store. Some people who live locally told me at stout and some people say store, I'm gonna say store until I'm corrected, but 50 works in the river store. 14 again, introduces protective provisions, which were referred to in article 4352 is procedure in relationship to certain discharge of approvals, and it introduces sheduled for so typically, in any order any set or instrument, you have an article that will slip in some way sort of introduce the particular schedule. So nearly all the schedules and you'll notice it at the top of the showed you when you look at a schedule, it'll always say in the top right hand corner article, whatever. And that's the article that's introduced it 53 is safeguarding This is a provision that's obviously important for something like an overhead line, whether a safeguarding clearances to ensure that we are notified of applications and we're able to make representations we can't block someone else's planning permission, but we can make representations and part of the way in which that is done is to put our interests, make them a land charge so that anyone applying for permission would be notified, and then they would have to deal with it. And again, that's not unusual. 54 is double recovery. Again, people can't recover under General compensation or other legislation and recover under this act. You can't you can't claim twice. Application, this application modification of legislative provisions, again, is a fairly detailed provision, we're allowed to do that under Section 120. Think of section 120 520 brackets five of the act. But I don't think I need to discuss that. And 36, again, relates to local legislation. So quite often in orders, there's local legislation that needs to be disapplied or modified in order for the scheme to go forward. 57 Lily, there is certification of documents? Why are documents certified? A couple of reasons why documents are certified in in some of the regulations going back to I think it's the 1950s.

33:15

It makes it clear that to avoid to avoid in effect having our management plans entirely slotted in as appendices to a DCO, which would make the DCO just absolutely huge, you're allowed to sort of outsource them to another document in shedule. It's important then because non compliance with a DCO is potentially a criminal offence, it's important that the criminal courts would know what is the document that is referred to so you sent it to the secretary status, literally stamped it certified as the correct copy. And that's why in 37 two it says a plan or documents so certified is admissible in any proceedings as evidence of its cause. The contents of the document is to ensure that in any separate proceedings, we know what is the punishment plan. So that's why you certify documents and that avoids the need to literally type them into entire documents into schedules. 58 is just to do with service of notice and 59 is arbitration. Now, the sheduled sheduled one is a very important one because it describes the authorised development schedule three is very important because it sets out the requirements shedule four sets out the model the mechanisms for discharging requirements of course all the others are very important as as as well but those are three key ones. So I hope that was kind of high level enough but also perhaps informative.

35:00

Absolutely. Mr. Humphries, thank you, I think it was important to have, I know, we haven't got many interested affected or affected parties here today, but they may be listening back to the recording. And I think it gives a very good grounding in what the purpose and the scope of the order is the fact that it's

what we're examining at the end of the day. So thank you for that. With that in mind, my first two questions, I'm bringing specific examples to the table to exemplify the issue that the examining authority is concerned about, I don't particularly want to get bogged down in the examples. They're simply indicative of some maybe wider issues with the relationship between shedule, one of the the DCO, and the work plans. So just, if you can bear in mind, I ask this of the parties that that's the context in which I'm asking these particular questions. So the first relationship that I want to look at is sheduled. One and the works plan. And it was the first sheet of the work plan that I wanted to have a look at. The parties have a chance to have those two hand.

36:36

Yes. Would you like us to put it on the screen? But that's very helpful. Thank you by this first plan. Do you mean? sheet one is do you mean the the sort of key diagram?

36:48

No, it's actually document two. Oh, I see

36:52

the one with Bramford substitution on it. Yes. Thank you.

36:56

Thank you.

37:18

Golf is the field in here as well. Obviously, if it's legal, I'll try and answer it if it's, you know, says technical or understanding something that's almost revealed and mainly to help me if I can put it like that.

37:30

I've I just remembered that if Thank you. Steal my own thunder. I've just remembered that I didn't actually ask if any of the local authorities or anybody participating online wanted to say anything on foot of Mr. Humphreys overview of the DCO for which I apologise.

37:57

Madam, no, thank you, Michael Bedford, Suffolk County Council, one can detect that Mr. Humphries wrote one of the leading textbooks on compulsory purchase and compensation,

38:07

and national infrastructure planning. Thank you very much the only textbook on national infrastructure planning available in all good bookshops.

38:17

How do I follow that? Okay. Thank you. I'll take it then. I didn't I don't see any hands raised online. So I'd revert to my question on foot of the relationship between Sergio shedule woman and the works plan. It's difficult to correlate the references in shedule one with those shown on the work plan in parts. And

in particular, we the examining authority has concern about the works referred to in subsections, A, B etc. In the shedule, as these subsections aren't shown on the work plans, for example, and as I said, it is only one such example. Work one A and work one B are shown on works plan sheet one, they're not identified as such, both are labelled on the plan as and I quote centre line of work number one doesn't seem to me that both can be the centre line of work number one, and for the sake of clarity and ease of reference, would suggest that the sub subsections should be added to the labels on the plan. For example, centre line of work number one a if I have articulated that clearly is the applicant amenable to reviewing the work plans and making that suggested revision Where applicable

40:04

I want to make sure first I'm understanding the issue. So if I take work number two on there, we can see it on the screen I can see centerline of work number two

40:27

and what what what is it about? That that is not that is not clear?

41:02

Think I think Mr. Parker is going to try and add something at at this point obviously, worked number, work number. Well, I went to work number two, let's go to work number one because I think that's one you started with. And sorry, I didn't mean to change the focus of what you were asking about.

41:35

James Parker, for National Grid having been told I wasn't expecting to speak, I shall speak if that's convenient, Adam, just thought it might be helpful to try and explain the approach to schedule one here. Obviously, there are a variety of approaches one can take in a DCA or transport works out to order hybrid bill, in terms of the level of granularity of that particular works, did you say one a one b, etc. And you see that in some hybrid bills, or indeed TWA O's. The approach we've sought to take here is to try and label the principle works in a similar fashion as possible. Hence, why you have works numbered one through 12. The main the main parts of each of those works, of course described in the introductory text. So taking work number two, as Mr. Humphries as you know, indeed, in the title, overhead transmission, electric lines, from Branford substation, to the dead, unveil East ceiling and compound. What we then sought to do, and you've identified the alphabetical labels, and then follow is set out the types of activities that are effect. I'll use the word ancillary, but form part of and are ancillary to that principle work if you like, you'll see indeed, there's some repetition and dealing with matters such as conductors, insulators and fittings because I'm at work number two F there, which apply to a number of the different works. What we did was look at what national grid has done on its other development consent orders as granted, for example, bridge bruh, and Hinkley, those two connection projects. And I say sought to try and find as what we thought was as clear approach to drafting as we could, and I recognise your point of equally in terms of the works plans, what it's worth, the centre lines themselves, of course, in the centre lines, yes, I don't find it for work, but they're identified as the principal principal component of the work. So taking a headline, of course, it's the centerline of the of what we sometimes call the draft alignment, to try and identify that principle aspect of the work as opposed to all of the separate parts. So I hope that helps in terms of just how we've come to where we've got to because there's no absolute way, of course of overdrafting, your schedule one, there are many ways of cutting,

it's all about trying to be as clear as possible in circumstances. And I just wonder, and Mr. Fields to my left, and he offered just to speak briefly to explain, work on everything. This might be helpful if it's if it's convenient, just to explain what's going on here in terms of the division of the works between works, number one and two, because again, it was something we grappled with. And I know, we had the advantage of comments, not only from the planning inspector on the draft order, but also the council's again, you know, trying to make things as clear as possible. Would it be helpful for Mr field and just to briefly explain the difference between one one and two,

44:23

by all means, I'm sure that would be very helpful. Thank you

44:27

refer to national grid. And if we use the example on the screen, you've got sent a line of works number one, which is shown in green at the top, and then I believe I can't see it very well. The next line down says sent a line of works number one in grey. So if we have to look at works shedule one what we've tried to do is use when we go back to the works plans and we said about the different colour and we've tried to use different colour and realignment and modification. So Work Number One includes some work here. It also includes some other work, that's the modification to the line. So grey, or orange. So the alignment here, and the works in this isolation is sent work. Number one is the removal, and then the realignment from fall back across. So it's effectively a D E, F, part of high H, part of i and k on this section. So I understand your confusion isn't it's not the easiest to interpret. But it's not easy to do a written explanation of a plan. If that makes sense.

45:49

It does, I see where you're coming from? Yes, it just, it's something that just came across as confusing when you have to centre lines of work. Number one, it's very hard to just discern what is actually being what we're being required to prove.

46:13

You Yes, and I mean, it's important also, to note that the central line of work number one, the green. Work Number one is clearly marked in the in the legend, we know what that is. But it has its own discrete limits of deviation. So he can't move outside those we can't put it somewhere else centerlines. us in some ways to have slightly more meaning years ago, where limits or deviation, lateral limits or deviation, were also often not expressed by red lines on a plan. But simply, here's the centerline you can go 25 metres this way and 25 metres that way. And in those circumstances, what is the centerline was absolutely crucial in the sense here, whatever the centre line is, the limits of deviation are shown in red, we can't go outside that, but we can go, you know, subject of the points that we were discussing before, anywhere within that. So it's, I think, clear here, where the new pylons and conductors would be and their limits. And it's also I think, clear, in the grey, what were the existing pylon and the conductor is that that needs to be that needs to be removed. or modified.

48:03

Thank you. Were there any of the other parties that had any issue with this particular approach?

48:11

Michael Bedford Suffolk County Council is not a in a sense an issue. It's just in terms of clarity, it just seemed. Now that the point has been highlighted, would there be any problem in terms of those two text boxes on sheet? Number one, which the two text boxes which contain at the moment identical words, centre line of work number one, if the top box which relates to the green line had added to it in brackets after the words, number one, brackets removal, and in the lower box, it had added in brackets after the words number one, the word realignment It was then tie it into the key because that's what the key is telling you the different colours mean. So it wouldn't be changing the substance, it would just I think, adds that clarity that you would then have two text boxes, which wouldn't have identical language, they would have different language because the words in brackets would explain the different function that's they're being described. I just throw that out as a hopefully helpful suggestion but I'm happy to be told it wouldn't work because of the knock on consequences when you get to all the other plans and try to follow that approach through

49:33

I I think part of the thinking here and I've seen this on other audits where actually this has sort of gone wrong, where works plans have become just too busy. There's just too much written on the colours the green being removal and the grey being very clearly modification. You know, we feel is Is, is is, is clear here. That's why we've got the different colours. And you know, I'm all other things being equal unless, Madam you tell us looking at as having explained it, it's really not clear to you I'm pretty reluctant to get the draft view from, you know, produce yet another set of set of plans with a suffix after after these words? I think it is. I think it is sufficiently clear, maybe we can all go away and reflect on it. But I think it is clear.

50:40

I thought that's exactly what I was going to suggest. Mr. Humphries, thank you, you know, there's time to to reflect on the explanation. And maybe things will be a little clearer. So if I'm not vn that I can turn to the second point that I wanted to make on this theme, and it may be that we come to the same conclusion. And I wanted to have a look at sheet 12 of the works plan in the context of shedule, one of the draft DCO. And this typified that, again, it wasn't easy to properly correlate some of the nonlinear nonlinear elements of the work plan with the corresponding description and shedule one, I'll just wait until the

51:48

doesn't come across that that was the right one. Yes. It's very hard to make out. But I'll make the point that would be handier almost if you had a hard copy. The issue was not easy to correlate some of the nonlinear elements in the works plan with the corresponding description and shedule one, for an example of this on this particular sheet, there's a pink hatched line that identifies the rectangular limits of deviation non linear works. And again, I would put out there the question should it refer directly to the corresponding item within shedule one and that in this case, is assumed to be work number three, be on the the shedule? Maybe again, with some time to suggest Doctor dilemma on the exe s behalf. If I could get the applicants thoughts on it please.

53:08

Madam Yes, I think on that one that is a stronger case if I may say for a label because there you can't tell by looking at the legend, which particular nonlinear work. That is, again, let us reflect upon that. But I think your point on this is should the pink box actually have a little kind of breakout bubble that says limit of deviation for work? I mean, it's it's the ceiling compound, the silicone compound? Again, let me take this away but I can see there that someone that it's not explicit whereas on the other case, you know, it identified which work it was this one it doesn't actually identify which work it is

54:24

James Park of the applicant if it assists and very much see the dilemma we grappled with this in terms of translating shedule wanting to works plants can completely see the point. And where we got to as you'll see is the division of works. So we come in from the east there with work number two, which is the overhead line. And then we come across to work number three, which is ceiling and compound which is treated alongside the underground cable. So that's sort of the point of delineate ation if you'd like us between the works, that you're absolutely right in terms of item three be being mentioned, the approach here was that we looked at Article Five in terms of limits of deviation on page 10 of the draft, DCO, and 10. Three, we set out in respect of other permanent above ground structures or actions in our apparatus, including substations and key cable ceiling and compounds. And then they speak to the carrying out within the applicable non linear limits of deviation. So just to assist that was the thinking or the approach here. And that's why I think the approach is a matter of DCO. legal drafting, I think the control works for my part, but I completely see the labelling point, and I agree with Mr. Humphries, it'd be something we can very much reflect on my only hesitation, or what welcome reflecting on it's just to make sure, as ever the law of unintended consequences that we don't inadvertently, you know, by doing that, then change what actually the purpose of that particular piece of drafting was in some way and undermine that, but I'll take a note and reflect on it.

56:28

Let's take that away.

56:30

Was there thank you, both of you. Was there anything that any of the other parties wanted to add on this issue? Or will we see what the applicant comes up with? Okay, thank you for that. Well, then I'll move on to look at the issue of temporary construction components and how they're dealt with in sheduled, one of the draft DCO chapter four of the environmental statement says that there will be 12 temporary construction components, that's a PP o seven, two, and a table 4.3 On pages 26 and 27. Now, despite been included, as work number 12, temporary sites compounds at shedule, one of the draft DCO, they're not actually included on the work plans a pp 10. And it would be useful to have the applicants explanation as to why that is.

57:44

Madam Michel Humphries for national grid that that is quite deliberate, obviously, it goes to one of the points that was touched on this morning that in effect, works will be carried out in many, many places within the limits of deviation. And clearly, cable drums will be put down in areas where they need to be used, and equipment will be moved. And the environmental impact assessment has taken account of that now. In reality, and maybe I need to get Mr. buildin and Miss White to comment on this a little bit. In

reality, there will be certain places because there are only certain places and we've identified in a sense by the way, in which we have drawn the order limits, certain places where there will be principal construction compounds, we looked at frame construction compound, you can see the way the order limits have been drafted, that is to encompass something there. And therefore, you know, our our view is that again, and I think this relates to the appointment of a contractor that were reluctant to constrain the contractor to precise areas, which we think are the logical areas until the contractor has actually indicated to us that that's what the contractor wants to do. And because a development consent order, obviously there are pretty obvious and severe consequences if you disregard the development consent order and that would include the control plans and everything else. And because, you know, unlike a planning permission, you can Don't go back and do a search of easy section 73 Or just go to the authority or something like that. It's a long process for that reason. The temporary construction areas aren't identified as having limits of deviation. Now I've sort of given you kind of the legal overview of where we are, but it may be the Mr. buildin, or as wide want to add something to the way in which we've dealt with that uncertainty. Thank you.

1:00:41

I mean, Mr. Paul, Mr. Field is replaceable. If there is anything to add one point, again, just back to sort of drafting process, if you like, one of the things that one always grapples with with schedule one is, you know, the degree to which you give a worker number. So obviously, we've got sheduled works, one to 12 here. And and you know, we grappled with this, over the months of formulating this order, indeed, over the last couple of years of formulating this draft order, whether in fact to give the temporary site compounds their own work number. And obviously, when you give them a number, you think, Well, okay, maybe they should come with LOD, for example, or that sort of thing. Are they sufficiently principle and our view was, there was certainly a principle to give a number to, but for the reasons Mr. Humphreys outlined, they can sit in a variety of positions within your limits, variety of sizes, and perhaps this is where Mr. fielder might comment. We actually at one point, did think, long and hard about exactly this point, and came to the position that we now find ourselves giving them a number as a principle work. But not not showing them in the works plans, but then showing them on the general arrangement plans. But Mr. Fielding probably adds to that I imagined

1:01:49

Brookfield and national grid as quite comprehensive, I can't really add much more than then on application 10, the GIS really, they are generic. Obviously, the larger compounds have got more of an order limit around them, and a far more fixing the smaller ones for non digging techniques or small five headline compounds. Thank you.

1:02:17

See, we have got as wide with us. Now, I did you manage to pick up the issue and and the way I've passed that on very firmly to you? Do you want me to repeat the point. So the inspectors have have asked about work number 12, the champion site compounds and the fact that they don't have limits of deviation. And, and I've explained that that's quite deliberate, perhaps you could just sort of touch upon how that's been handled in environmental impact assessment terms.

1:03:02

Chow White on behalf of the applicant. So in terms of the construction compounds, as they're shown on the general arrangement plans there and also on figure 4.1, in the environmental statement, we have assess those locations in terms of the environmental statements. But we have also considered the flexibility in terms of the order limits and looked at where where things could be relocated within the order limits. So there has been a general consideration of construction activities within the order limits across the project, to see if there are any worse effects from that. So I would say we have assessed them. And we have assessed the potential to relocate the smaller compounds across other areas as required, but certainly the main compound and things are assessed in the location where they are.

1:03:54

You I'd like to hear if the local authorities have anything to say on the subject, given that in there, they're representing the local communities who may possibly not be well may have thoughts about not knowing exactly where these 12 compounds are going to be located. If they wanted to make any submissions on that or anything else you've heard I welcome their input.

1:04:27

Do you remember micropipettes Suffolk County Council? I think we would have some concerns about what we've just been told in terms of the environmental assessment, because it sounded to me, as if what this white was saying was that as a matter of principle, the assessment was conducted on the basis that these temporary works site would be in the locations where they show Then, on the general arrangement plans, then some regard was had to the potential for them to be located elsewhere. But it wasn't that they were assessed for the purpose of the environmental assessment, on as it were the reasonable worst case that they could be anywhere within the order land. And if that's the case, then it does seem to us, certainly the station based on that explanation, that to have them completely free floating within the order limits, which is what I think Mr. Humphries is suggesting, they wish to achieve as an outcome does have the potential for consequences which have not been clearly identified, whether that's in relation to obviously, any underground heritage interests, if the compounds, obviously, are to have fixed bases, and so on, whether it's in relation to tree roots, or hedgerows in the vicinity of those compounds, I think we would certainly want to see a clearer explanation of how all of those potential environmental effects have actually been considered on the basis of, as I say, free floating compounds in the environmental assessment work that has been undertaken. And I think we'd reserve our position as to whether that is an acceptable approach until we've seen that explanation. But I'd say at the moment, we do have some concerns. And well, I'll leave it at that.

1:07:05

Okay. Thank you, Mr. Bedford.

1:07:07

Mata Margot. Mr. buildin. Sorry.

1:07:13

That's okay. Catherine Hibbert here for Essex and Braintree District Council. You know, those works are potentially significant for the temporary site compounds. And there does need to be some mechanism for ensuring that the planning authority is given suitable opportunity to assess and consider

effects when there's a bit more clarity about where those works are actually going to be cited. Support really for what?

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Instead on behalf of Suffolk County Council.

1:07:54

Thank you. Thank you, Miss Hubbard. Mr. Humphreys,

1:07:58

please. You Yes, madam? I mean, it's important to note, obviously, that the point was made about trees and other things that the the four management plans will apply to these construction compounds and and indeed, to all the pre commencement works, relating to them, there are obviously practicalities, you know, just real world practicalities of where you could put a construction compound bearing in mind while there are function is. And I'll get Mr. Field on just to explain that I mean, in in a legal sense, one might say that they could go anywhere, but in a real world sense. Obviously, they can't go anywhere, they can only go in areas where there is space to accommodate them bearing in mind. These are the compounds but the work actually has to continue along the linear route vehicles have to move up and down the linear route unimpeded. And therefore, you can't just have a construction compound in the middle of what would be the working area, the construction compounds in an area that's appropriate for the work to take place, but I'll get Mr. Field and perhaps to just touch on that

1:09:28

rope field and national grid. And hopefully, I can give you some reassurance. So when we refer to the construction compound, if we can display application 29 Just to give you some context, we would strategically place construction compounds for the storage of materials along the road. You know, we wouldn't just randomly put it around they need to be at the ends of the overhead lines and at the end of the cables, or where there's a non digging technique. We need to also factor in is that during the construction as Mr. Humphrey said, it's a linear project. So there is going to be a small rolling working area around each pylon as displayed behind you, that will consist of welfare for the guys by a welfare van.

1:10:17

I can see it in front of me, Mr. Field. Sorry, reassure you

1:10:22

have wondered what he's pointing out. Yeah, so there is a rolling programme along with the cables as well, we're not going to have a construction compound rolling behind. But we will have a team that worked through. So the construction compounds off fairly well fixed, but we need to be able to give our contractors a bit of movement within the order limits to locate how they want to reassure you slightly

1:10:55

as suppose the stage one of the main elements of reassurance that I will be seeking on behalf of not only interested parties, but but but residents generally, if I had a house in the area, what assurance do I

have that temporary construction compound isn't going to appear within, you know, half a field away from me and have quite a significant impact on my quality, potentially, on my quality of life for X number of weeks or months.

1:11:30

So the work in areas, by the order limits along the linear sections are quite narrow. Anyway, so a lot of the construction compounds are to that maximum or slightly bigger. So it's unlikely to be along those linear points, unless it's a non digging technique for a cable and then, you know, that's where we need to use it on digging technique, but we would look to place construction compounds out the way we wouldn't want to put it near residents, wherever, wherever we can avoid any interference or nuisance wouldn't the local amenities we've tried to do.

1:12:10

But would there be anything within the control mechanisms of the DCO that would preclude that possibility, albeit that, you know, I'm sure for everybody's sake, it's it's a, it's a situation that you'll want to avoid. But what what's there to give residents reassurance that that couldn't occur,

1:12:33

mom might be quite useful is, is if we look at the some of the plans, general arrangement plans just to sort of understand where the temporary construction compounds are. And just if we go to sheet 20, as an example. And just get Mr. fieldon, to comment. Now, this is obviously at either end of a length of I think that's just looking at it, I think that's directional drilling, isn't it. And obviously, for directional drilling, you've got the drill rigs that need to be launched, it's fairly clear there that you would need some small compound at each end to launch and receive the drilling rigs. And you can see to the one on to the west, for example, that we've extended the red lines specifically to to accommodate that, it's pretty obvious that the construction compound is going to have to be there because that's, that's, that's where the where you know, where the drilling is going to end. And you can see if you look at most of these, they're all in locations where something is happening. So for example, if we looked at sheet 15.

1:14:13

And again, we're getting no particular sort of deviation in the line there there is obviously work going to have to be done, you can see that the unit that particular work, do you want to just talk to?

1:14:40

Yeah, I don't feel on a national grid. So sorry. So this particular example is placed next to the cable sealing compound, because obviously we've got a nonlinear piece of equipment that we need to construct so there'll be a small laydown area for plant and equipment to be delivered. During the construction, as Michael, and sorry, Mr. Humphries mentioned on the previous slide, we had them slightly offset from the direction of drill because we'd need to utilise ducting or piping under the drill, and that need to be in alignment with the drill and welded as I go through. So they are strategically placed along the rope.

1:15:27

Cheat Sheet 12. Again, it's just another example that that they're all at places where you need to be able to lay down some particular equipment. So they're not, they're not random, they're not. They don't have limits of deviation to give the contractor little bit of space. But if you've got directional drilling and you need to launch equipment, you need one or two at each end, Ditto with the two lots of undergrounding. So that's for more. And generally, if you look at them, you've obviously got the other main one, which is a large area where the the the order limits are expanded to allow that there isn't another area of that size that will be suitable. So they're all in they're all in logical locations. So yes, theoretically, they could move a bit, but they need to perform the function they do, which is in those areas.

1:16:26

I just play devil's advocate before I hand over to Mr. Mullen, who I know wants to make a point that the the explanation that you've just given certainly suggests that those associated with you know, fixed works, such as the cable ceiling and components on either end of the directional drilling, it almost lends weight to my proposition to you that they should be included on the works numbers. But I'll just leave that and hear what Mr. Mom has to say.

1:17:08

Similar point, I mean, we've heard from Mr. Field and not only in relation to the fixed works, but we've heard there's very logical places along the route for all of the construction storage and the construction facilities to be placed. And you've clearly allowed for that, in drafting the order limits. So I think we're a little bit unclear as to why it's not possible to locate those 12 compounds. It says on the works plans, even if some limits of deviation needs to be added to them for the flexibility, which would then give people who perhaps not quite so familiar with the process, a chance to find out if there is going to be a construction compound quite close to them.

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I hope the parties heard that because I don't think Mr. mons microphones working.

1:18:07

The purpose of the recording, is that coming through doesn't sound very loud.

1:18:29

Is that one that one is definitely there. Just for the person with the recording just to read to review that, again. We've heard some spelling said about Mr. Humphries about the fixed point. And it's quite obvious where the compounds will need to be those for those fixed works. But we also heard from Mr. Phil on that even the rolling works, it's quite obvious where you're going to need the construction compounds and storage and facilities for the workers and so on. And as I say, I think it's obvious you clearly made, you've made spaces for those within the order limits. So my question was, why is it not possible? If it's all so obvious and so logical? Why can we not see those construction compounds on the web plans, even if you need limited deviation around them, which we've heard your explanation we understand your explanation, but I think our concern as Mr. Course has said is that people looking at the plans may not realise a construction compound is going to be created quite close to them.

1:19:34

Yeah, so there are probably two or three different types of things here there are there are clearly things like the main construction compound, which were the limits of deviation are extended. There are other ones at the end of what you rightly described as as fixed works. I think we can Have a look at that. I mean, we may have to if we applied limits a deviation there, they might have to be pretty wide limits of deviation to say, look in this area, this is where the construction compound will be. But that limit of deviation is, of course, completely constrained by the order limits, they can't go outside the order limits, I think are different. And I don't know whether that would be possible or not. Below that, we'll have a look at that. I think what would be more challenging are these much smaller areas, literally where teams gangs, move down the line, you know, the vehicle comes in with the rolls with the cable and puts it down somewhere where the last one ended, and moves it on. I think, I think the idea of trying to fix those in circumstances where we don't actually know how long the cables are going to be as, as was explained, different contractors, different suppliers may have slightly different length, I think that will be extremely difficult. But we're talking there about, you know, really small localised things where people will be working for a few days to string the line. And that's rather different, it seems to me in character and effect from more permanent locations. Temporary, but longer, like the main construction compound, which will be there for a considerable period, some of these compounds will be there for very, very short periods. So can we, again, just have a look at it, I understand the point. And let's see if there is something that we can do that is perhaps a middle way that is helps you, but it's it's okay. For us.

1:21:57

I think it would be very happy for you to draw the distinction between those two types, which you mentioned, one sounds very much more to me like an activity rather than the permanent construction. Yes. So quite happy for you to make that distinction.

1:22:08

Thank you. So clearly, it's

1:22:09

a more permanent ones that we're concerned about. Thank you.

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I actually had another three questions on the issue of the construction compounds that that I will pursue, because it might be further food for thought. And looking at, again, that shedule, one of the DCO it includes only work number 12 in relation to such components. And my question is, why is each not separately identified, given an individual work number, the intended activities, components and facilities specified for each step again, hear from the applicant on that.

1:23:14

But I do apologise I was turning around to just check something with Mr. Bevin. I think the question was why have we aggregated the various things that may go on within a compound? I think, because that because of the approach we've taken was the most appropriate way of of doing it. And again, so was not to constrain the contractor in a way that is difficult for us now to see what the contractor might want

to do. I'm sure you with the various experience that you collectively told us you've heard of infrastructure projects, you will readily understand that constraining the contractors can have pretty serious financial consequences. And obviously, in the sense, one of the duties on National Grid is to deliver an efficient system, we have duties under the Electricity Act and to do you know, to the costs that are passed on. And so, clearly, we will want to, we will want to do that. Maybe as part of this exercise that we're doing on defining things. We can have a look at this, but as a generality, I think we would want to be we would want to be we would be rather reluctant to constrain what could happen within our A particular construction compound, and as Miss Wyden told you, as well as looking as a generality of what might happen if that particular construction compounds, were elsewhere, we did also assess the construction compounds as shown on the plans and, and therefore, this has been assessed

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I just add a follow up to that, which is very pertinent given the point that you've just made hasn't been assumed in the environmental statement, that for each of these compounds that all of the facilities and activities that are listed in work number 12, are potentially included? And if so, where can the ESA find evidence of this place?

1:25:55

Think I think the evidence generally is the explanation that we have assessed those compounds, but I'll miss White's obviously much closer to this than than I am in terms of the assessment. So I'll let her answer that and help you.

1:26:12

And Carol White on behalf of the applicant. So environmental statement, Chapter Four project description describes the construction compounds that in terms of the environmental statement, and within there, we talk about the different activities that could be undertaken up those those different compounds and the assumptions around, for example, that the mains water and electricity connections at the main site can compound compared to the the other compounds. So I would say yes, we have assess those the different features in here, we have assumed things like the car parking that would be needed at the different compounds and hardstanding and utilities.

1:26:52

Okay, thank you. Obviously, I have to, we will have to consider that in the context of the the debate around the the earlier question about them not being of affixed nature. So I just put that marker down. Is there anything that any of the local authorities want to add on either of those points?

1:27:18

Thank you, man. I'm Michael Bedford, Suffolk County Council. Certainly, we would welcome seeing written confirmation that the approach that has been taken to the assessment of the temporary work sites in work number 12. That if I understand what this white is saying, the applicant has assumed that in every part of the works, areas within the works, plans within the audit limits, it has been assumed that there might be a worksite compound, and that that worksite compound might include each and every one of the works that's listed in work number 12, which you will know include, amongst other things, the provision of attenuation ponds. Now, we would certainly, if that's the case, that it's been

assumed that everywhere within as it were the order limits, it's been assumed that there will be an attenuation pond, we'd like to see, as it were evidence of that. But if that isn't the case, then it comes back to the point that the applicant is effectively asking for a free floating approach, even though for all the reasons it's explained to you, it already has a very good idea of where these works are going to be. And insofar as it wants to maintain flexibility for the elements, which it doesn't yet have that degree of certainty. Well, that might be fine. If the control documents were not as it were the last port of call. So I can back to the point I made earlier. If, for example, the construction environmental management plan, set out principles for the establishment of these work sites, but then the particular locations have to be the subject of approval by probably the district planning authority, for the most part, unless they were ones with particular gave rise to highways this use, then that may be a way in which one could, as it were closed the gap between the position of rather than being free floating, and the only control is the limited controls that we've got through the documents present at the moment, and as it were unreasonably timed out. On the applicant before they've appointed their contractor, so if there was a further check, which allows the local authorities to consider once there is that greater degree of specificity that might be a way forward. But at the moment, I'm afraid we're not really persuaded that the applicants explanations reassure us that all reasonable, likely effects of these compounds either have been assessed or would be adequately assessed before their implementation.

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Thank you. Mr. Bedford. Are there any other submissions before I give the applicant? You,

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madam is Michael Humphries, again, for national grid, you clearly will need to look at this. And obviously, we believe the assessment is robust. And indeed, proportionate, does need to be remembered that some of these compounds we're talking about will only be there for a few weeks, some may be a very few months, this is this is not construction compounds for sizewell C or something like that, but it can be there for years, this is a linear project, we literally work along the project, though the facilities are there to to store things and put things and for the construction workers to have comfort facilities and things like that. But once that section of the line is constructed, that everything moves on, you wouldn't have a construction compound in completely the wrong place, you know, the directional drilling, for example, I think, you know, each of those might be there for, you know, a matter of a very, very few months while that work has been undertaken. So these say this, although we might talk about the overall construction programme, taking several years doesn't take several years in one place. It's very, relatively short in one place. So we'll take these things away. And we've understood the point.

1:32:04

Thank you, Mr. Humphries. And still on the issue of temporary site compounds. And looking at works number 12. that lists the potential works that might be considered that might be sorry, included in their construction, and then looking below that to associate the development, which is defined as such associated development not listed above. And if you look further down, under that heading, paragraph M starts with establishment of site construction components. My question is, why are both required? Can the latter provision be deleted? Or is it specifically included to allow for the possibility that maybe as we've heard earlier today, that further temporary site compounds may be established?

1:33:10

Madam, the the associated development or other associated development is, is a revision, as you will well know, in, in most orders, and the reason for it is, is, in a sense, a catch all to allow them minor things that, you know, aren't otherwise identified, because of the consequences of not including something as I described before, you know, being a criminal offence and the ability to change, and that's especially so if the particular feature is actually part of the NS IP, and therefore, you can't even apply for a supplementary planning permission for it. As was, as you rightly surmised, as well as what we see as the, you know, the temporary compounds that are identified on the general arrangement plans, that could be the need for there, as it says, site construction, commerce, temporary lay down areas, storage areas, temporary offices. This is really intended to cover, you know, kind of minor things that could happen along the line that we just, we just don't know, we can't even show them on the general arrangement plan because we just don't know quite what it would. What it would be could there be some level of some level of overlap I suppose there could be but not, not not complete overlap and the sorts of things you know, for example, joint bays We have the joint base, you might need to have a small lay down area in that location for equipment to be put. And as was described this morning, the location of joint base will depend on the length of cable and I I am not a great expert on cables, I was taken to see one of the cables being laid once with twin bays and things, my understanding is that they have to be in locations depending on the length of the cable and the length of the cable can depend on which manufacturer it is. And that's a competitive process. So this was really to deal with even that level of detail below. You know what we've just been talking about her really minor, minor things, just to make sure that no one turns around and says, Well, you haven't got specific consent that you can't do it. And that and that we're under under we're caught by that. And there's some legal legal legal issue that arises.

1:36:16

Okay, is there anything that the local authorities want to contribute to this? Question?

1:36:25

Madam microbead for Suffolk County Council, just briefly, I think we will review that long list of associated development. And in our local impact report, we'll make any appropriate comments, either if we think that there's effectively duplication with things which are already included in the main work, but at the moment, we're not entirely sure that we understand the distinction between item N and work number 12. That I say we'll review that. And equally if we think that there are things in there which potentially go wider than are appropriate, and particularly home roads, which may be things which are not necessarily minor, if they can come forward under that limb, whereas they ought to be more properly assessed. Well, we'll say so in the local impact report,

1:37:16

they'll certainly be of assistance. Mr. Bedford, thank you. Unless there's anything other terribly sorry, miss her, please go ahead. We have

1:37:30

got a couple of detail points to make, which we'll put in the local impact report, particularly around I think it's a paragraph R, which is the catch all for the catch all other words, which did not give rise to

any materially different environmental effects, etc. And just seeking a bit of clarification about who determines whether there are materially new or different environmental effects. But we'll put that in writing. And that

1:38:07

will be similarly helpful, thank you. Unless there's anything the applicant wants to come back on.

1:38:16

My note ultimately be who would be the courts that would decide if someone prosecuted us for not complying with the DCO? That would have to be that would have to be determined, but we'd be pretty confident it would never get to that stage. That's the intention. But But this, as, as has been nicely put the catch all to the catch all again, is completely, completely common. Virtually all the modern DC O's have this or similar wording.

1:38:50

While I'm sure it'll be something that we'll be reviewing at a later date. So thank you. I'll move on to the next question. And chapter four of the as I can give specific paragraphs if needed, it says that temporary bridges would be erected to span the reverse breath box and stir. These have been shown on the ES fingers. That's PDA Oh, two sheets 1014 and 20, respectively. But, again, they haven't been shown on the work plans a PP. 010. If you then look at shedule one, again, under the heading associated development on page 56 of the draft DCO. It includes bridge at paragraph B. But there's no mention of the bridges under the relevant work number. So my question to the applicant would Be Why is each proposed bridge not separately identified under the relevant works number and shown on the works plans?

1:40:20

Michael Humphreys for National Grid, I think it's because they're very, very minor works and associated development. They're they're obviously not permanent works. They're temporary. And they're just showed on on some of the plans. They I think they're shown on the general arrangement plans and the access and public rights of way plans. These are very, very, you know, the these are just minor thing is to allow vehicles to cross areas where that some sort of bridging is needed.

1:41:06

Okay, thank you. Is there anything the local authorities want to observe this point?

1:41:16

Michael Bedford, Suffolk County Council, I think we just include that in our review, together with other comments. Can I just inquire because I know a number of my team members who are here virtually have whether childcare commitments or others, just roughly what sort of timescale were working to bearing in mind, the time is now, I think,

1:41:38

given the time of day, that's a perfectly legitimate question. Mr. Bedford. I'm just going to get through two more questions. And then I'll explain how I'm going to deal with the myriad of matters that we didn't get to today. So

1:41:57

bottom on that one of the items you had, so we're still on the first part of seven, I think, which is proposed development. And the second subheading is commencement of development. And there are a number of questions around that. It may be things are pushed off to written questions, or it may be things that come up at a subsequent issue specific hearing, but because you know, the days of the issue specific the sub future ones, I'm not always sure whether I will be there or not, or whether my junior have a junior. The question, the question is to commencement or the development and the reasons that we have requirement to one and two to relate to a court of appeal case that I did. And so, in a sense, it might be easier if we had the time for me to explain that briefly to you now, why we have requirement to one to two, I don't mean right now, but I mean, today, rather than putting it off, because you can then ask me questions about that. We could put it off too much later in the examination, and hopefully, I would be there but I'm just, I'm just giving you that. Well, that information so that you can decide what you want to do with it. But it's a discrete is a very discrete point, all these points about begin and commence and so on.

1:43:28

Some preset, I appreciate where you're coming from, but I think I'll just stick with the agenda, even if that causes problems for further down the line. Right. The penultimate question that I have today, the planning statement at paragraph 1.6. It lists ancillary activities that are required to facilitate construction and operation of the project. And I'd ask does this require amendment given that several of the entries are not activities as such, and in order to be consistent with the draft DCO which identifies them as a source which identifies them as associated development for which consent is sought. So do they need to be reviewed and maybe married up to avoid any confusion?

1:44:41

I'm sorry, I'm just trying to catch up with paragraph one point 1.6 other ancillary activities would be required to facilitate the construction. And your question was, do they need to be married up with

1:44:59

Yes, several several of the entries that are not activities as such, and in order to be consistent with the draft DCO, which identifies them as associated development for which consent is sought, does there need to be more of a measure of consistency between the two?

1:45:20

These are so modifications realignment of sections of the line including the pylons.

1:45:36

I mean, we've identified I think the the modifications are obviously activities related to that temporary land to facilitate construction activities. I'm my fault, I'm sure I'm just not absolutely sure what it is when we're marrying up and and why.

1:46:23

Yes, but I think this is slightly a consequence of the planning statement trying to be accessible to people. And, you know, maybe this is not, you know, quite the technical language. I think all of these things are covered elsewhere in the order itself. So I don't I don't think any marrying up I'm in the planning statement does not does not control the development. It's obviously the the order itself, the particularly shedule, one for the authorised development and then the articles that control the development and your insofar as you if it's implicit in what you're saying there is any inconsistency then obviously, those those are the documents that set out what the authorised development is and what the powers are in the order. I'm sorry, if we've led to any confusion.

1:47:36

I'll review the question and the answer you've given me Mr. Humphries, and I may revisited at the first set of written questions that might be helpful. Is there anything that the local authorities wanted to add on that particular point? Can I move away on to the final question?

1:48:10

Madam, I don't think there's anything else that I need to. To add on on this, I think the order itself is is is perfectly clear what what would be authorised I don't. I think this is just trying to give a helpful overview to two people to describe the various things and it is in the overview section, it is one point 1.4 is describing the new overhead line, which is the the the end CIP. And it makes clear, one point 1.5 and things like the GSP are associated development and the underground sections are associated development because they're not they're not overhead lines, they would not be an insert in their own rights. And and these are just other other the other things that we will be doing, it's just general language to try and give an overview of the project in a non technical way.

1:49:16

Thank you, Mr. Humphrey. So I certainly review that as to say if I feel that I need to revisit as I have the

1:49:24

sense of we've, you know, if we if we confused or misled you, that's unfortunate, but I don't think there's any consequence I've hopefully clarified what the you know what the authorised development is and what the powers are, and sorry if that was supposed to be helpful, ended up not being so helpful.

1:49:47

Thank you very much. And the last question that I want to raise with the applicant today, and it's looking at shedule one and work number two Five just bear with me until I get it the underground transmission line from the steerer Valley East ceiling and compound to the stair Valley West ceiling in compound work F five includes permanent vehicular access roads. But it doesn't include the proposed four kilometre haul route, leading from the a 131 to the steerer Valley West, cable ceiling and compound in the explanatory memorandum, and that's a PP o three, five at page 53. It says that the principle works comprising the authorised development have been allocated individual work numbers, within each of those principle works. Associated developments such as access access roads have been included. By considering that statement together with the magnitude of works associated with the post hole route

that the order limits and that the order limits within which it would be located are clearly identifiable, on work plans 28 to 30 inclusive, why has the whole road not been included in work number five, and which would then relate to two additional sheets, namely 29 and 30. So I'd be grateful to hear the rationale for that omission.

1:51:43

Madam, I think it's simply because work. Number five is the underground transmission line, the permanent works, the whole route is a temporary construction facility, and it doesn't therefore have its own work, the only construction facilities in a sense that I identified with a completely separate work number of those temporary construction site. compounds but the the four kilometre whole road is a haul road like any of the other haul roads within within the site just happens rather than being adjacent to the overhead line. It happens to be further to the further to the west, but it's not a permanent work, obviously.

1:52:46

And you've maintained that position. Mr. Humphries, despite the fact that it's it's the argument is that it's needed to facilitate that element of the development. And as I say, the comparative magnitude of the albeit temporary development that it involves.

1:53:14

Yes, I mean, these the it's crossing intensively farmed fields where larger vehicles needed for modern farming already go, it will be a temporary override that, with surfacing to obviously, protect the land and soils and so on once it has been used. It's only needed, obviously to take things in at that western end, it will then be removed. And the land will go back to its previous agricultural use. This is not a there's not a permanent part of the development.

1:54:06

Thank you, Mr. Humphries. Is there anything that the local authorities want to add on that point?

1:54:17

Thank you, madam nashbar branch capsule, just to general point that even though the route from the a 131 hole route to the Cambridge and compound is designed to be temporary in nature, there are permanent access rights to be retained by national grid to access that in future if he should wish or want to do so. So there's the general point. Thank you.

1:54:42

Thank you, Mr. Well, that's something that I'm alerted from the relevant representations. And I'm sure, no doubt it will come up as a later date. Thank you, Mr. Humphries. Is there anything you want to add before I move away? No. Okay. Thank you. Thank you for that. I'm because I'm time bound. That concludes the issues that I wanted to raise with you today pounding the issue of the first set of written questions and possible issues specific hearing on the draft DCO. Later in the year. I'd written this obviously before that I'd heard from the local authorities today who have given me given this a measure of comfort that a lot of the the general comment comments that were made about perceived and concern or perceived inadequacies or things they were unhappy with about the draft DCO, that they will

be included in the local impact reports, did raise concerns with articles and requirements are related, for example, to highways issues, construction hours, archaeology that didn't explain the basis of their concerns, or how they could be overcome. But I'm hopeful from what they say today that they'll provide useful information to the examining authority and the applicant, so that we can consider them further in the context of either the written questions, or later issue specific hearing. So if they bear that in mind, it would be very helpful. I'm going to bring that particular agenda item to a close for today. And I'm going to move us on to Agenda Item eight, which is any other business? Does anybody have any other points that they wish to raise that are related to the subject of today's agenda? either in person or online? I don't see any, maybe nobody has energy left to raise a hand, but no hands raised. So thank you very much. I'll hand over to Mr. Moran to deal with today's action points.

1:57:13

Thank you very much. With the exception on one of the action points, I think they all pertain to the applicant. The one exception was an offer from Mr. Murray to send some further information to us. Just to note that he didn't mention our link, I think that Mr. Mehra is part of that process a link to an outside website, or should we can't accept that. So if there's something on that link he wishes to see, please, can you copy it and attach it to that submission as part of that action point? Mr. Humphries does, as I say, in that case, I think 17 action points that I've got, my colleagues may have some more, I've got that option now, either reading them to you and seeing whether you think there's any more or would you prefer those to be published as a note, immediately following this hearing?

1:57:58

I think I speak on behalf of everyone. So when I say I prefer them to be published as a note, certainly,

1:58:07

you can include me in that list. So thank you. So if there's no other items that are relevant to the hearing, Can I remind you the examination timetable requires parties to provide a post hearing documents on or before deadline one, which is Friday the 25th of September on the draft timetable. May I also remind you that the recording of this hearing will be placed on the inspectorates website as soon as practicable after we close? Can I thank all of today's participants for their time and assistance during this hearing. We will consider your responses very carefully. And they will inform our first written questions and our decision as to whether further hearings will be necessary. And particularly thank you for your forbearance in relation to the technical issues we had and as a consequence running over slightly that we would have preferred the time is now exactly six o'clock and This Is Us pursuing issues specific hearing is closed.