

TEXT_A47Blofield_ISH1_Session3_17082021

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00:06

Good afternoon, it's two o'clock and this issue specific hearing into the draft development consent order for the a 47 Blofield, North Burlingham project is resumed. Can I just check that everybody can see and hear me clearly? Yes, I can see any. Okay, thank you. So just before the break, we were on sheduled, three, parts six. If I just moved to Central three, Part Eight, please.

00:48

I wondered with this, whether it needed to be in a table form as in the other part, so which might make it easier to read. So lines and columns, perhaps.

01:06

Yeah, so we can do that for the next iteration.

01:10

And just so the very top of Part Eight, where it says perish and measures, the brackets don't seem to be complete. For number one, and number three will correct them? Thank you. shedule, five,

01:43

five, there seems to be some lines missing. Again, it makes it quite difficult to read some lines and columns. Doesn't seem to be consistent with the other tables.

02:01

We will add those lines and we'll change the format of the of the schedule for next. Next deadline.

02:09

Okay, thank you. Save As sheduled eight, as well. Those it looks like there may be some columns missing.

02:34

Yes, good. We'll we'll turn that into into a table for the next next iterations.

02:39

Okay, thank you for that. So moving on to schedule 10. We'll come back to schedule nine on the next agenda item, but sheduled 10 relates to certification of documents or documents to be certified.

03:09

So as one of my written questions 1.8 point six, eight. I asked question about the search for documents and it was it was slightly amended subsequent to that. Just First of all, can you explain to me why? Sorry, I'm hearing a funny noise on the

03:42

so I think that might be somebody cutting the grass outside. Okay. So I apologise I'll I'll keep my microphone turned off except when I'm speaking.

03:53

So, right first of all, I'll say the drain is strategy. The flood risk assessment and the master plan are all referred to in the draft decio. The outline landscape and ecology management plan, the master plan, the drainage strategy, say that to be certified under requirement one and the flood risk assessment is said to be certified under Article two. So I suppose first question was the master plan did appear in sheduled 10, but it was removed. I'm not so sure why. And should the drain strategy flood risk is sorry trading strategy flood risk assessment And the outline landscape and because your management plan B certified documents because they're mentioned in the decio and it says in the DTO there to be certified documents and on page seven of the general of changes to the decio it said that the only lamp the outline landscape and the ecology management plan was to be added to the central 10 but elsewhere it says it follows parts of the EMP so it's not to be added. So, maybe you could just clarify in respect to the last plan, the flood risk assessment and the drainage strategy first.

05:42

So, the drainage strategy and the flood risk assessment are within the within DS chapters. So the listing of the environmental statement encompass encompasses them and the the outline lamp is within the EMP. Right. Okay. So now that within documents which are listed that Okay,

06:33

so why does it specify elsewhere in the DCA that they would be certified documents? Or is it because they're included in so that's going to be certified documents, but you don't need to specify them? Because they're included in the either the environmental statement or the EMP as a way of saying yes. Okay. And the master plan.

07:03

So, I think the master plan should come out in error, I think it should be added back in.

07:17

Okay, so the drain is strategy for is a is an appendix as to the s chapter six, I thought Yes, sir. Yeah. Chapter 13. Okay. Right. Okay. So the last part that we added back in to the, to the list

08:01

so where it says environmental statement in that list, it says 6.1 to six dash three, I think that should be 6.3. It should be essence. I was also wondering whether the explanatory notes or the end needs to be amended in light of the documents to be certified. Or whether all those documents are either plans,

engineering drawings, Book of reference, or environmental statement, the roof has anything else in there that is not does not fall into those categories.

08:53

I'll have a look at the sentence compared to the list of

09:00

Okay, thank you. And also because there have been a number of revisions to the for example, the environmental statement the document reference need also to be updated or or all those revisions covered within that doesn't, doesn't need to be somewhere that sets out what because not all the environmental statement has been revised and certainly certain aspects of it. So how do you differentiate between those bits of environmental statement in that list which have been updated and those which haven't?

09:50

for, for the environment, the statement I think that's that's maybe slightly different to the other, the other documents where a revision can simply be be added in. for the, for the environmental statement. I think it's it's something well, we'll have to come back to you on because I certainly haven't seen orders which list every single revision of every single, every single document. Because that potentially would go on for pages under environmental statement. So I think we let me come back to you. I think the we've we've left the revision section blank for the moment, which isn't kind of an aide memoire that we need to come back and add the correct revision and the final revision in you know, the very last last stage,

10:49

I will be better doing that as we go along. Rather than doing it to the very last deadline, or because then there could be, there might be, there could be some errors. Yeah, so you'd see how it's done, perhaps on other other schemes. But it seems to me that if we are going to if you are going to add revision numbers, it'll be better to do that at each deadline to know so we can know what what is each deadline, which revision of which document where we're looking at.

11:28

So understood. We will have a look at how the environment standard issue has been dealt with. been dealt with elsewhere. Okay. The habitats and habitats regulations assessment. Because there's a standalone document. Is that, does that need certify? I

12:03

don't think it's usual to certify it. But again, I can take that wind and have a look at it. I think. So that document is a document which informs your decision, isn't it rather than now. So I don't think there's a need to certify it. But I can come back with more information on that.

12:22

Okay, thank you. So they were all the questions that I had, relating to the articles, schedules and requirements of the draft DCA? Does anybody have any questions or wish to make any comments on

the schedules, or at this point on anything else related to the draft development consent order? With the exception of shedule? Nine, which we'll come on to next?

13:07

Okay, I'm seeing no hands raised for that. So in that case, if we move on to agenda item, three protective provisions I think for the benefit of others, and those watching the livestream, it'd be helpful if the applicants Mr. Dagg, if you could briefly explain what protective provisions are and why they are needed.

13:39

Okay. So, very briefly, the the the decio process recognises that that schemes which come forward are nationally significant infrastructure projects, and they are given a huge amount of, of importance which is recognised in this process and and the need for a statutory instrument and all the assessment that goes on. But of course, that has to be set against the the the need to protect various assets in the public interest and statutory undertakers equipment obviously serves a very important public role of public importance in terms of continuing the supply of gas, electricity, water, ensuring you know that the sewer sewers work properly, and that tronic communication networks continue to operate. So the order permits the development to be carried out but provides safeguards so that developers don't just go in willy nilly affecting those people. assets. So it's very much a kind of a balancing exercise between the needs of the product of the project and the needs of strategy undertakers to keep the supplies, the supplies go and in terms of the way that the order deals with these protections, it It sets them out in shadie wall nine of the order. And that includes part one, which is a general set of protective provisions would project which protect electricity gas water and sewerage Undertaker's Part Two because the nature of their operations is quite different. Part Two protects the operators of electronic communications code networks. And the protections which are set out in part one and part two are taken from other orders and are established and established and accepted forms as general protections. And of course, they provide a fallback position for any structure Undertaker who maybe hasn't made representations they can still rely on those general protections. This is kind of the the general nature of protective provisions and and how the audit deals with them.

16:29

Okay, so what I say what I've seen, there seems to be some nuts as a being raised by cadence gas limiter and Anglian water services limited in respect of the protective provisions as drafted. I also understand that Virgin Media limited has requested bespoke protective provisions but not submitted or relevant or any represent any deadly thing into the examination. Vodafone Limited is currently reviewing those as drafted within the draft decio. So I was hoping that perhaps cadent gas and Langley and Wilson might be here today, but they're not. So I was hoping that's the applicants can just set out where where you're at at the moment. And where any disputes currently lies.

17:42

The sorry, we I suppose there are five five parties who have approached us one is Openreach you've confirmed that they're happy with the shedule, nine Part Two productive provisions. Were in discussions and negotiations with Anglian water. We've been reviewing that preferred set of protective provisions. And we are going back to them in the next probably in the next couple of days. In relation to

our latest response, for cadence for Franklin water. We are I think apart on very few issues, and I think it will then be up to it will really need to see how underwater respond to our latest communication. Before we know how how, and whether those you know, how and whether what we put back will satisfy them or whether whether there are kind of points of issue which we need to inform inform you about. For cadent, we've reviewed that preferred protective provisions and we set out comments to them. And I think there are a number of issues between us. Our current intention is to include our version of the protective provisions within the order deadline for at which point they will no doubt come back and indicate where they whether they disagree with them.

19:34

Sorry, just to repeat. Sorry. Did you say you're going to be amending the details that required that deadline for

19:42

Yeah, we were intending to include. We're intending at the moment to include version of the protected a new part of sheduled nine, which includes protective provisions in favour of cadent. Okay, which accepts the protective provisions insofar as we are able to.

20:10

And it will then be up to them to come back and confirm that either their content for that to proceed or the they're not and why the points of the points of difference are between us.

20:24

Okay, can you give any indication what the key points of difference are?

20:32

They we, we really need to see, we really need to see, I think their response to the latest version of protective provisions that we've put back to them before would be in a position to to, to have that took place up before the examination. Right. Okay. So Virgin Media, very large with them. A Virgin Media? Are Virgin Media currently reviewing our federal nine part to protect provisions? And

21:30

I think they've requested bespoke protective provisions. Is that right?

21:37

For for Virgin Media, they have, they have sent us some documentation, which isn't in the form of protective provisions. It looks more like a works, kind of contract and agreement. So we were, we've gone back to to point them in the direction of shedule. Nine, part two, just to just to to, to check if, if that laser concerns some sometimes, such Undertaker's will issue kind of legal agreements, legal documentation, which of the type that they would normally issue if you approached them and said that you needed to carry out some works. What we're, what we're trying to do at the moment is to get to the bottom of because the what's been issued to us isn't, isn't a set of protective provisions in the form, it could be inserted into the order. So at the moment, we're just going back and we have been back just

to, to point them in the direction of sheduled. Nine part two. And just to see if they if they are happy with that, or if they need to change it.

22:53

Okay, so as case of waiting, they resolved the next deadline to see where the differences of opinion lie.

23:03

Yes, sir. I certainly, you know, we certainly intend to update you once we have further information from them.

23:10

Okay. But in the meantime, you're, you're doing everything you can to liaise with them. over it?

23:17

Yes. Yeah. We, so it's, it's, it's not something where we just kind of send an email and wait. Yeah, there will be chases Sunday if they if they don't respond.

23:29

Okay. We'll, we'll touch on this again, tomorrow. So I have some other questions, I guess. But maybe I'll leave that till tomorrow, because it doesn't specifically relate to protective provisions, I suppose. Yes, so. Okay, in that case, did you mention about Vodafone?

23:56

Yeah. So I think for virgin it just because I think we referred to them as protective provisions in the in our response, but hopefully I've explained it a bit more clearly. For Vodafone, they have appointed a solicitor to look at Shadi will nine that solicitors just just got back to me in the last day or so. I don't think there's a huge amount of difference between us but I think they've they have raised comment on or question about one of the one of the provisions that I need to go back to them on so but I just need to just need a moment to review their to review that email just to to see the precise point and and and respond to the monitor. But again, we will update you. Okay. And then there was British Gas. Who is in the book of reference Yes. I think we we've been informed by cadent that all of the British Gas rights, the rights, which are registered to British Gas, are in fact, rights, which are relate to cadent. But of course, they're registered to British Gas still. So the correct party is named in the book of reference as British Gas, albeit that the rights might effectively be for the benefit of cadent. Assets. Right, okay. So what we're proposing to do is to add another note in the book of reference against those rights, saying that they are for the benefit of cadent. Because Kayden told us, that's the case. But of course, since they're registered a British Gas, they have to be left in there under the under the name of British Gas. And that will mean that when we serve, when if and when we come to serve notices, it will, it will make sure that that notices is served on cadent as well as British Gas.

26:14

Right. So should British Gas be listed in the section 128? shedule? The statute takers shedule. This is a question I was going to ask tomorrow. But maybe you can think about it. And we'll come back to it. Maybe dwell on it overnight. So I wasn't I wasn't too sure you'll say they have the having their right.

There's no rights and land affected for British Gas, however, there in the book of reference, and they are interested in land. So I was a bit confused about that. Maybe you can think about that.

26:57

As I as I understand it, as I understand it, the rights are still registered in their name, because they have been subject to statutory transfers, which have automatically transferred title and the land registry has yet to catch up. But we'll we'll take that away and give it some thought before tomorrow.

27:16

Okay, thank you. Is there anybody else who'd like to say anything about protective provisions before we move on? Okay, I see no hands up. So take that as a no. So moving on to consents licences and other agreements. Could the applicant provide updates and progress on these? I mean, are there any other any of these agreements, which needs to be bought consensus needs to be completed before the developer consent order is is determined?

28:10

It just said now you'll have seen the update in red three dash 008, which is the consensus licences position statement. That was updated in in August this year.

28:35

Yes, so yeah, I've seen that. But so the ones so not none of them. So these are all post relevant consent order?

28:50

Yes. They're all they all rely on the details being worked out after the decio is, is made. But as the details are worked through,

29:04

like hey, there's a protected species licences. Yes, you will need to get a you will need slides submit an outline, patient application.

29:24

It would depend so on the surveys as they're completed, which would then indicate what type of intervention if at all is needed with regard to protected species. So whether there's any that need to be translocated, for example, would only become clear when the detail is worked out on the construction phase.

29:45

Right, okay. So just confirm there's no necessity for the applicant to get any consents or licences. Before the end of the examination or if the development call centre was granted before that happened, not at this stage surname. Okay.

30:21

So I'm not aware of any legal agreements proposed, such as section 106 agreements, can you still confirm that's still the case? That's still the case? What about agreements like private agreements with landowners, etc. that fall under this?

30:54

I don't think so that would fall underneath this heading. Wherever that fall

31:05

privates agreements with landowners with regard to what's the licences and consents relate to legal provisions with regard to the licences and consent? So where there is a legal structure in place to obtain the relevant licence or consent? Any bilateral agreement with a private landowner? Sir, I'm struggling to think. Like, I probably need an example. So

31:35

I'm okay. Well, I guess in terms of purchasing or acquiring land?

31:43

Yes. I don't think that I don't think that would fall underneath the consents, licences and other agreements. As I said, it's a separate a separate legal agreement to a licence or consent.

31:58

That's fallen, done other agreement. But I guess in any case, we'll be discussing

32:08

compulsory acquisition tomorrow, we're discussing compulsory acquisition tomorrow. Yes, it doesn't it just to me, it doesn't sit comfortably under that section, I must admit.

32:20

Okay. So, does anybody else have any questions or comments on any licences and other agreements at this point? Actually, before we move on the Environment Agency, deadline to their submission resulted in some changes to the figures to do with water discharging activities. The watering exemptions, can you just explain that the watering exemptions and abstraction licences change for replays? which I think was under Yeah, it was the final entry in the table.

33:23

So which table II which type the other reference base?

33:27

So it's Appendix A of the most recent one sense of licences position statement.

33:39

And the the temporary obstruction of construction for construction dewatering. Question was?

33:49

Well, your question, yeah. Can you just explain to me what the except the watering exemptions are what why that was added when it wasn't there before. So if you look at rap, Oh, 214. That's the track change version?

34:12

Yes, I know. I have the I have the addition. Yeah. I'm just reading the the requirement part of the table? No, sir. I can't tell you why that has been added in. As it goes well, beyond my knowledge. I can, however, sir, take it away.

34:41

Okay. I think it was added in as a result of the environment agencies submission they made. But I guess I don't know whether that whether it satisfies them or whether it goes far enough. So perhaps they'll their own agency will comment on that and the next deadline.

34:59

Yes, sir. Well, I mean, it may be something that we take forward with the Environment Agency along with the discussions on requirement. Eight. So this is clearly discussions that we need to be had with them.

35:12

Okay. just clarify. Does anybody else have any comments with regard to sense licences and other agreements? No. Okay, so agenda item five is statements of common ground. Cuz I was asked, first of all, why statements common ground with Norwich cycling campaigns, though, is no longer being progressed.

35:53

I am Sophie May swaca Highways England. And they had contacts themselves in regard to a requesting statement common ground, and have we tried to set up a meeting with them. And we're unable to engage with them, we then receive the written record. And we've responded via the written record.

36:16

Okay, thank you. In terms of get the statements of common ground, they suppose if you give me an update on them, but they're quite, they're quite long and quite, very sort of tabula formatted. And it's difficult. So the purpose of the statements cover ground. For me, it's helpful to know where where the dispute lies, or where there is some dispute rather than, I suppose, necessarily, everything that everybody agrees on going back, you know, however long it is going to be those it's going to be the format that they are going to be presented in throughout the examination.

37:14

I see here that that's how we have proposed that at the moment, I suppose the the main content is around what has been issued to us three, the either the random representations or the written representations. And that's certainly the case for broadland. North County Council, we do have a few other points that have been raised that previous points and that that was probably the lengthiest. And

maybe as we get to a point where we've got more points agreed and less, I suppose highlight issues we could bring into the front to make those the more obvious points, right, and to trawl through the entire document to get to that, but I think it's important to keep a record of where we have agreed on points.

37:58

Okay, I think it might be useful to have some kind of summary or something just to say, was asked, yeah, yeah, hopefully, you know, which, you know, where there is some dispute. So, for example, whether it's with the virus agency or brought on District Council, whoever that'd be really helpful useful for me. So they were those points and disputes are, what they are, and how you are going about trying to overcome them, or reach some kind of agreement. So the moment I'm looking through tables on tables of say, the green or red I think different categories for different the way you are in the process with them. I think we can find a little bit confusing at the moment, but it'd be useful if there was some kind of summary to each of them to say where you're at in the process of talking and when you think you might reach agreement or if you don't think you're rich agreement or something. Yeah,

39:19

I suppose in some respects the statement of commonality does that to an extent but it I suppose, this precise time because we haven't got I suppose enough points agreed. It's difficult to summarise but I tell you where we can add a summary. Let's make that clearer.

39:38

Okay. Do so the mega we don't have any signed statements cover ground. I don't think how far off are you? For example, with Lofa county council and broadland District Council? I mean that they're here. are you talking? Are you talking regularly to ensure that you get these books together?

40:08

And Blanaid Skipper broadland District Council, broadland district will respond after after these hearings in the light of any any issues that come up, but we'll respond within the deadline then.

40:22

Okay. I mean, the same is common ground and more between yourself and the, the applicants come, you know, to to identify where the sort of main areas of disagreement are. So, yeah, I was just checking the URL, but everyone's talking behind the scenes. Yeah. Okay. And, Mr. Cumming?

40:50

Yes. We are certainly having ongoing dialogue on the statement of common ground. And I think it is moving forward. It is. I said lengthy. But it is moving forward.

41:04

Okay, thank you. Okay, well, that's all I'd say about statements of common ground. Does anybody else want to say mention anything? About statements of common ground? Okay, in that case, moving on to agenda item six. I think what I'll do is I'll publish any action points from this hearing, and also from other hearings altogether. Shortly after all the hearings held this week have been concluded. Does that sound

satisfactory? to everybody present? Yes, sir. Okay, thank you. Moving on to agenda item seven. Are there any other matters relating to the draft development consent order, which haven't been covered today yet?

42:15

Okay, I'm seeing no hands raised again. So in which case, I'll move on to agenda item eight, which is the close of the hearing. I'd like to thank you very much for your participation in this hearing today. It's been extremely helpful and useful for me. Thank you, particularly to Broadland District Council and to Norfolk County Council. I appreciate the Lofa county council has other national nationally significant infrastructure projects it's dealing with as well. So I do appreciate you being here today. Additional recording of the proceedings will be made available as soon as possible on the project page of the national infrastructure website. In addition, I request that you submit in writing the points you've made here today for publication on the website. The deadline for these written submissions is deadline for on Thursday, the ninth of September 2021. Once again, I'd like to thank all parties here, watching the live streaming or watching the digital recording for their interest in this application. The next hearing relating to compulsory acquisition and temporary possession is tomorrow morning at 10am. With the arrangements conference starting at 9:30am. The time is now 243. And I can confirm that this issue specific hearing into the draft development consent order for the a four to seven Blofield North Burlingham and projects is now closed. Thank you