

APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC
FOR
A DEVELOPMENT CONSENT ORDER
PURSUANT TO SECTION 37 PLANNING ACT 2008
FOR
THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND

PLANNING INSPECTORATE REFERENCE: EN020027

DEADLINE 8: 4th AUGUST 2026

On behalf:

Interested Party Reference Number: [REDACTED]

DEADLINE 8: (CLOSING) WRITTEN SUBMISSIONS OF ARU WRITTLE

INTRODUCTION

1. These are the Written Submissions of “ARU Writtle” (being the collective trading name and trademark for the entities: Anglia Ruskin University (“ARU”) and Writtle College Limited (“WCL”)) for Deadline 8 in the Examination by the Examining Authority (“ExA”) of the application, reference EN020027, for a development consent order (“DCO”) for a nationally significant infrastructure project (“NSIP”) within section 14(1)(b) of the Planning Act 2008 (“PA 2008”), on the draft terms of the DCO submitted in August 2025 (“the dDCO”) by National Grid (“NGET”), for the “installation of an electric line above ground” across East Anglia between Norwich and Tilbury (“the Scheme”). For the purposes of these submissions, references to ARU include WCL.
2. The Examination is required by section 98(1) of the PA 2008 to conclude on the 10th August 2026 at the end of the 6 month statutory period provided for the evaluation of the facts, opinions and unsworn assertions submitted in that Period.
3. These Deadline 8 Submissions should be read with those of ARU Writtle for Deadline 6 at **[REP6-134]** because those at **[REP6-134]** remain substantively unanswered and unrebutted in fact or law by either NGET or UKPN. For convenience, the Law is set out in **Appendix A** hereto.

4. These Deadline 8 Written Submissions derive from CAH 3, respond to the asserted Response of NGET in its [REP7-481], and are supported by the further expert and sworn evidence of ARU Writtle in the:
- a) **Witness Statement of [REDACTED]** and Exhibits;
 - b) **Third Witness Statement of [REDACTED]** and Exhibits including Plans 1 and 2 referred to herein;
 - c) **Third Witness Statement of [REDACTED]** and Exhibits;
 - d) **Third Technical Note of [REDACTED]** of KMC Transport Planning.
5. ARU draws particular attention to the empiric and uncontestable facts that:
- a) On the 29th August 2025, NGET applied for development consent for an overhead electricity transmission line that would affect numerous landowners, including ARU Writtle and UKPN, and require the repositioning of UKPN distribution lines;
 - b) The Application for development consent by NGET included as part of the Application proposed powers under Part 5 for the compulsory acquisition of land and rights: i) including in relation to ARU Writtle, an operational Educational Establishment providing Equine Further and Higher Education to children (aged 16-18) and students (aged 18+) and by means of a herd of c.90 horses over land including paddock areas; but ii) excluding UKPN land. The Application did not include proposed powers under Part 5 to acquire UKPN land but instead included proposed powers for “UKPN” itself to compulsorily acquire rights over land (including that of ARU Writtle) in advance of their need;
 - c) on the 24th June 2026, the ExA held an Issue Specific Hearing (“ISH”) entitled “CAH3”;
 - d) at CAH 3 NGET affirmed to the ExA that in fact it did not actually need (nor require) Plot 8/42 of the ARU land, and undertook to the ExA to classify that Plot as “Class 8” land. “Class 8” land is the name given by NGET to land inside of the red outlined area of its draft DCO that: i) has no colour; and ii) to which the Articles of the dDCO are “N/A” or “not applicable”;
 - e) at CAH 3 UKPN affirmed that in fact:
 - i) only in November 2025 had UKPN agreed a design development agreement with NGET;
 - ii) only after that development agreement has UKPN begun from March 2026 to engage with c.200 affected landowners in relation to UKPN works on their land identified in the draft DCO of NGET.
 - iii) necessarily given (ii), UKPN was not at the date of CAH 3 in a position to know whether or not it needed compulsory powers, nor on 29th August 2025 and nor could NGET have then known.

6. Parliament brought into force the Planning Act 2008 (“PA 2008”) for the purpose of authorizing “Nationally Significant Infrastructure Projects” (“NSIPs”) by means of consent for a statutory instrument, i.e. a law. The authorization of such a law does not prejudice the compulsory acquisition of land as integral to such a law. Instead, by means of section 120(7) the PA 2008, Parliament has specifically and expressly subjugated (“are subject to”) the consent provisions and requirements for the “development” components of the NSIP in sections 120(3)-(6) to the following provisions that include section 122.

7. Section 122(1) clearly states:

- 1) *An order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.*

8. Section 122, and in particular section 122(1) is a statutory provision for the protection of private land interests and so the Supreme Court has held in *Sainsburys*’ [2011] 1 AC 437 at paragraph 11 that:

11... *“42. The attribution by Blackstone, of caution to the legislature in exercising its power over private property, is reflected in what has been called **a presumption, in the interpretation of statutes, against an intention to interfere with vested property rights** ...*

*“43. The terminology of ‘presumption’ is linked to that of ‘legislative intention’. As a practical matter it means that, **where a statute is capable of more than one construction, that construction will be chosen which interferes least with private property rights.**”*

9. The section 122(1) term “satisfied” requires an *evaluation* of the evidence. By section 90(1) of the PA 2008 “examination of the application is to take the form of consideration of written representations about the application.” Thus, the evaluation is of written material. In this Application, NGET has provided written material and no sworn witness evidence nor detailed expert evidence in respect of the impact of its project on ARU land. NGET relies on an “environmental impact assessment” statement prepared for regulatory EIA purposes and not for the purposes of compulsory acquisition of rights under section 122 of the PA 2008, and on generalized terms of “mitigation measures” that collapse into the sole discretion of a future contractor.

10. By contrast, ARU has submitted particular, expert, sworn and researched evidence that remains unrebutted.

11. In *Prest* (1982) 81 LGR 193, the Court of Appeal held that:

*“In any case, ... where the scales are **evenly** balanced — for or against compulsory acquisition then the decision — by whomsoever it is made — should come down against compulsory acquisition. I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands... If there is any reasonable doubt on the matter, the balance must be resolved in favour of the citizen”, and ““The taking of a person’s land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised. The courts must be vigilant to see to it that that authority is not abused. It must not be used unless it is clear...”.*

12. On the basis of the ARU evidence, NGET cannot show decisively any case for Part V powers over ARU land. That absence of evidenced justification for the proposed Part V powers is affirmed by the evidence on the draft terms of the DCO proposed by NGET itself.
13. Further, in line with the Court of Appeal in *Prest* and in *Chilton* [1987] 1 WLR 872 where the Court of Appeal described “*the taking of a person's land against his will is a serious invasion of his proprietary rights*” and as “draconian powers”. Parliament has provided under section 5 of the PA 2008 the means by which to provide its affirmed guidance at national level for NSIPs, and for the use of compulsory acquisition powers.
14. Pursuant to section 5, the Secretary of State has secured affirmation of National Policy Statements (“NPS”) “EN-1” and “EN-5” of November 2023. Whilst updated, the relevant terms of these NPSs remain the same.
15. It is correct that the guidance in EN-1 identifies electricity infrastructure as “critical” and as “urgently needed” and that paragraph 4.1.3 states: “Given the level and urgency of need for infrastructure of the types covered by the energy NPSs set out in Part 3 of this NPS, the Secretary of State will start with a presumption in favour of granting consent to applications for energy NSIPs” and that “That presumption applies unless any more specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused.” It is also correct that paragraph 4.1.4 of the guidance states: “The presumption is also subject to the provisions of the Planning Act 2008 referred to at paragraph 1.1.4 of this NPS”. Paragraph 1.1.4 includes that: “the Secretary of State must decide an application for energy infrastructure in accordance with the relevant NPSs...”.
16. NPS EN-5 is also national guidance for NSIPs. Paragraph 1.1.5 states:
- 1.1.5 As identified in EN-1, government has concluded that there is a critical national priority (CNP) for the provision of nationally significant low carbon infrastructure. This includes: for electricity grid infrastructure, all power lines in scope of EN-5 including network reinforcement and upgrade works, and associated infrastructure such as substations. This is not limited to those associated specifically with a particular generation technology, as all new grid projects will contribute towards greater efficiency in constructing, operating and connecting low carbon infrastructure to the National Electricity Transmission System. These are viewed by the government as being CNP infrastructure and should be progressed as quickly as possible.*
17. EN-5 also states in paragraph 2.6.3 also in relation to grid infrastructure, CNPs and urgent need:
- 2.6.3 As a last resort, where it does not succeed in reaching the agreement that it requires, the network company may, as part of its application to the Secretary of State, seek to acquire rights compulsorily over the land in question by means of a provision in the DCO.*
18. On its correct lawful construction, in the context of the same EN-5 expressly recognizing that power lines within the scope of EN-5 are “*a critical national priority*”, and that these be progressed “as quickly as possible”, nevertheless and even then, the Secretary of State has ensured the draconian powers of compulsory acquisition are used only as a “last resort” and Parliament itself has affirmed the same by

authorizing designation of EN-5 as an NPS. The phrase “last resort” cannot be made by NGET (nor UKPN) to say “first resort” or “in parallel” or “in tandem” or “twin-tracking”. As in *Tesco*, this is not the world of Humpty Dumpty.

19. Applying *Tesco* [2012] UKSC 13 applied by *Stonehenge* [2021] EWHC 2161 (Admin) to the Planning Act 2008, on its ordinary construction, the phrase “last resort” informs the scope and content of the phrase “*where it does not succeed in reaching...*”. The Oxford Dictionary (6th Edition) defines the ordinary meaning of “last” to mean after all others in a series; at the end; as the final thing to be ... considered”. “Last” cannot mean “first”. “Last” cannot mean “before” the conclusion of “the end” or “before the final thing ... to be considered”. Further, paragraph 2.6.3 was demonstrably included in an NPS by the Secretary of State and affirmed by Parliament as a national interest protection for the private property of third parties. See *Chilton*.
20. An applicant – even for a CNP and even one that is urgent and necessary in the national public interest – faces and must comply with the protection afforded also in the national interest by the clear and unambiguous terms of paragraph 2.6.3 of EN-5. Since paragraph 2.6.3 logically precedes the actual making of an application, then this cannot be a matter of “balancing” competing terms of different NPSs. In law, EN-5 paragraph 2.6.3 creates a national interest bar to the inclusion of Part V powers in its DCO in the absence of NGET having first demonstrated as a matter of chronological fact that it cannot reach an agreement with each landowner before it makes its Application. Since “last resort” means “last resort”, NGET is not entitled to itself inhibit reaching agreement in some way to as to procure an apparent position by which to *assert* that it has included (when in fact it has not) as a “last resort” CPO powers in Part V of its draft DCO as part of its Application. If that were so, then any applicant could have any kind of discussion, meaningless or otherwise, with a landowner on the day preceding an application was made and automatically satisfy paragraph 2.6.3. But that approach would denude Parliament’s clear protection of “last resort” and is demonstrably plainly wrong. Here, NGET has applied for Part V powers as a first resort.
21. In this Application, there remains no evidence that NGET discussed, meaningfully or otherwise, its proposed requirements with ARU before the 29th August 2025 or had concluded requirements in express terms before that date for ARU to consider whether or not to reject or accept the same. Equally, there remains no evidence that NGET discussed or had concluded express terms with UKPN before the 29th August 2025, nor that UKPN discussed its proposed requirements with ARU before the 29th August 2025 and set out final terms.
22. The actual inclusion by NGET on the 29th August 2025 of Part V powers as part of its Application was, and remains: in basic fundamental breach of EN-5, paragraph 2.6.3; in basic fundamental breach of compulsory purchase principles and law; and remains a fundamental legal flaw permeating NGET’s Application. It

appears that NGET has artificially conflated or meshed the EN-1 “presumption” in favour of consenting the development elements of the NSIP with the compulsory purchase elements that require “need” and the “compelling case” in the public interest, with the result that NGET has sought to, and seeks to, circumvent or short circuit the clear and unambiguous terms of guidance paragraph 2.6.3, and more importantly, of law in sections 120(7) and 122(1)-(3) of the PA 2008. But, it remains trite law that guidance cannot override law, and the Supreme Court has endorsed in *Sainsburys’* [2011] 1 AC 437, that *Prest* remains good law today.

23. Furthermore, the inclusion by NGET on the 29th August 2025 of Part V powers in favour of UKPN, in the evident knowledge then possessed by NGET that it had not at that date agreed a development agreement with UKPN in respect of the proposed incursion by NGET over UKPN distribution lines, evidences a most cynical regard by NGET in seeking the use of compulsory powers, and like cynicism for other affected landowners. This is because it is correct that NGET’s superimposition of its proposed transmission lines over UKPN’s distribution lines engenders a need for UKPN to move its lines. But the logically prior step is that NGET needs to acquire rights over UKPN’s land interests first in order to execute its transmission lines. Instead of concluding terms with UKPN to acquire the necessary land interest from UKPN, NGET jumped the gun and transferred that burden to the affected landowner by including in the NGET Application powers of compulsory acquisition in favour of UKPN to *itself* exercise over affected landowners, and in advance also of UKPN itself even knowing whether or not UKPN would need itself to have such compulsory acquisition powers. See CAH 3.
24. ARU Writtle respectfully submits that NGET should not be authorized to profit from its recurring and fundamental breach of basic compulsory purchase principles, nor of EN-5, paragraph 2.6.3, nor of the clear cut terms of sections 120(7) and 122(1)-(3). Inclusion of Part V powers in respect of affected landowners, and in particular of the land of ARU Writtle, would be to permit NGET to profit from its cynical breach and is unlawful.
25. This does not equate to the NSIP being not able to be authorized in respect of its development elements. Rather, as has been submitted at Deadline 6 in [REP6-134], this particular NSIP is inherently actually segmented in nature being comprised, as it is, of a series of pylons between each of which would be suspended cables. Therefore, the absence of any concluded agreement at any stage could not preclude construction elsewhere along the NSIP but could affect solely the particular cable stretch between very particular pylons. In respect of ARU Writtle, that situation is indicated by the Pylon TB164 to TB166 locations in Works No. 17.
26. It is evident that, whilst NGET remains in fundamental breach of basic compulsory acquisition principles, NGET has been able to reach concluded agreements with some affected landowners (most recently,

executed terms have been agreed with Cadent Gas). This indicates a lack of resource by NGET (and by UKPN) and that affording each increased time to start meaningful discussions and positively demonstrate express terms, would assist NGET and UKPN at this time. The PA 2008 contemplates under section 153 and Schedule 6 the medication of an order that has been granted and so enables application at a later date for inclusion of powers like those in Part V of the draft DCO as a “last resort” at a time after which NGET (and UKPN) can lawfully show such resort.

27. In that context, ARU Writtle further responds as follows.

ARU WRITTLE

28. ARU Writtle is a nationally recognised Educational Establishment that offers world-class Equine Education in Further and Higher Education to children (aged 16-18) and students (aged 18 upwards) including by means of a herd of some 90 horses over land comprised of open air paddocks whose ground surface is suitable for horses to traverse, and that straddles Cow Watering Lane highway that is daily regularly crossed and recrossed by children, students, colleagues and horses as part of normal academic daily life as the Equine Facility.
29. It remains imperative that ARU Writtle maintains its safe operation of its Equine Facility for its students, staff and animals.
30. Because ARU Writtle also acts in the public interest as a public education provider, it recognises that a different party – NGET - seeks in the public interest to provide a new transmission line and a line that would be routed by NGET to oversail in part the educational paddock land of ARU and whose construction would result in diverted traffic changing the subsisting safety baseline of the highway. Thus, ARU Writtle continues to ensure the simultaneous safe operation of its Facility whilst seeking to facilitate the situation of the overhead lines and without the need for Part V powers in the Application DCO applying to it.
31. In the absence of any, or any meaningful discussions, let alone terms having been proposed by either NGET or UKPN until Spring 2026 by NGET, and only most recently on the 16th July 2026 with UKPN shortly the conclusion of the 6 month Examination Period on the 10th August 2026, the absence of the application of the mind of NGET or UKPN to ARU Writtle’s situation, and the clear slothful progress of NGET and UKPN in the face of and notwithstanding EN-5 explaining that electricity NSIPs be advanced as quickly as possible, ARU Writtle has itself organized with NGET and UKPN such meetings as have been held. None of these has produced a concluded situation to date of Deadline 8 on 4th August 2026 and NGET’s words remain no more than empty, easy phrases. This situation itself further evidences the real need to protect ARU Writtle in respect of the proposed transmission lines and their construction.

32. For example, NGET's assertion at the CAH 3 that it would uncolour the land in Plot 8/42 because it then properly recognised (tardily) that it had no need for that route through ARU's teaching facility and has recognised that it can avoid causing significant disruption to children, students, horses, and colleagues, and also the need to ensure relevant child safety certification of contractors driving through the main concourse route of a school. Yet, as at Deadline 8, it remains the case that the Section F, Sheet 8 Land Plans have only been amended to include a "Class 8" (uncoloured) in their key simultaneously with Plot 8/42 remaining coloured yellow. For the reasons set out in the Witness Statement of [REDACTED], and updated by the Witness Statement of [REDACTED], ARU reiterates that all references to "8/42" be simply deleted from the draft DCO and Book of Reference in line with the relevant pages Exhibited to those Witness Statements.

PROTECTIVE PROVISIONS

33. In the context of section 122 of the PA 2008, section 120(7) makes sections 120(3) to (6) "subject to" subsequent sections of Chapter 1 of Part 7 including section 122. Section 120(3) provides for "Provisions" and Schedule 5, Part 1, paragraph 1 provides for: "The acquisition of land, compulsorily or by agreement" and paragraph 10 provides for: "The protection of the property or interests of any person." This indicates on its correct construction that a section 120(3) "provision" under paragraph 10 (and not a Requirement under section 120(2)) is the correct means by which to ensure the protection of ARU Writtle's ongoing operation.
34. The Government Guidance at PPG Paragraph 003 Reference ID 04-003-20240430 addresses Requirements and Protective Provisions: (Emphasis added)

It is standard practice for Schedule 1 to the DCO to set out the precise description of the authorised development and any associated development as numbered works, while Schedule 2 commonly sets out all the requirements attached to the DCO. Other Schedules will typically cover closure and alterations to streets, rights of way, and protective provisions to cover the interests of affected statutory undertakers.

35. Paragraph 012, Reference ID 04-012-20240430 provides for Protective Provisions. The PPG aligns with the PA 2008 in that the PPG also is not confined to such Provisions for statutory bodies. Instead, the PPG provides:

Protective provisions can be included as Schedules to the DCO where a NSIP may affect other assets. They are usually agreed with key statutory undertakers, such as utility companies, but may also need to be agreed with other bodies.

Applicants should expect to agree the form of protective provisions with the relevant parties for inclusion in the draft DCO prior to submitting the application for development consent. Where agreement on protective provisions has not been reached during the pre-application stage, applicants should include their preferred drafting taking into account the standard protective provisions commonly used by the relevant party (usually statutory undertakers) and endorsed in recent DCO decisions...

Examining Authorities are expected to ensure that the final form of a recommended DCO contains protective provisions which are bespoke to the application under consideration.

36. PPG Paragraph 017 Reference ID 04-017-20240430 provides for Requirements and includes:

Section 120 of the Planning Act provides that a DCO may impose requirements in connection with the development for which consent is granted. Such requirements may correspond with conditions which could have been imposed on the grant of planning permission under the Town and Country Planning Act 1990. In this regard, the relevant paragraphs of the National Planning Policy Framework and associated Planning Practice Guidance concerning conditions will generally apply. Requirements should therefore be precise, enforceable, necessary, relevant to the development, relevant to planning and reasonable in all other respects.

37. ARU Writtle has proposed in its Deadline 6 **[REP6-134]** Written Submissions a number of terms set out as proposed “Protective Provisions” by which to ensure the Protection of the ARU Education Establishment. These could be drawn by the ExA as Requirements or Protective Provisions but, because they relate to affected land, ARU has advanced them initially as Protective Provisions. ARU Writtle further accepts that the evidence of it advancing such Protective Provisions itself evidences that it remains a volunteer to agreeing the proposed development over some of its land but is ensuring how the development may be situated to ensure ongoing safe operation of the Equine Facility and its ongoing provision of Education to students going forwards.
38. The logically prior proposed Protective Provision that flows from NGET’s flagrant, cynical and fundamental breach of paragraph 2.6.3 of NPS EN-5 requirement to only seek compulsory purchase powers as a “last resort”, and to preclude NGET from profiting from its own breach, is simply:

For the Protection of ARU Writtle

For the protection of ARU Writtle, Part V of the Order may not apply to the ARU land.

39. Section 153 and Schedule 6 of the PA 2008 accommodate the modification of a consented Order (on a future application) to apply Part V to ARU land as a “last resort” if ARU withdraws (before an Order is consented) its consent evidenced in the express terms of its proposed Protective Provisions stated below.
40. The other Protective Provisions have been set out in the ARU Deadline 6 **[REP6-134]** Written Submission and the ExA and Secretary of State are referred to their terms, and their evidenced justification, as refined and amplified by further expert detailed evidence in this Deadline 8 Submission.
41. The other proposed Protective Provisions fall to be considered also in the context of the foregoing Protective Provision by which Part V would be disapplied to ARU land as required by paragraph 2.6.3 of NPS EN-5 and *Prest*. Dependent on the ExA Recommendations, the following Provision operate as voluntary consents of ARU to particular matters and may require resulting refinement.
42. For convenience, the then terms at Deadline 6 were as follows:

a) the NGET Micro-Siting Gateway Provision

For the protection of ARU Writtle, in relation to any electrical transmission line in Works No.17, Part V of the development consent order cannot apply to the extent of Fields 4, 5, 6 and 7 in Plot 8/37 and Plot 8/29) situated to the South of the footpath running East [at grid reference [insert]] from Newney Green Lane.

b) the Eastern Power Networks plc Micro-Siting Below Ground Gateway Provision

For the protection of ARU Writtle, Part V of the development consent order cannot apply to the extent of Fields 8, Park 1 and Park 2 (identified as Plot 8/27 and Plot 8/33 and Plot 8/36).

Eastern Power Networks plc may below a depth of 1m beneath the ground surface level of the said Plots install and keep an electrical distribution line inside of the Order Limits as they relate to ARU Writtle, unless otherwise agreed in writing by ARU Writtle.

a) the Scaffolding Provision

For the protection of ARU Writtle, in relation to the construction of Works No.17, Part V of the development consent order cannot apply to the extent of Fields 4, 5, 6 and 7 (identified as Plot 8/29, Plot 8/37 and Plot 8/38).

b) the ARU Safe Crossing Provision

For the protection of ARU Writtle, no diversion of traffic along Cow Watering Lane can occur without suitable traffic safety measures being agreed with Essex County Council and carried out by the Applicant.

43. ARU Writtle further submits as follows in relation to each provision.

a) The NGET Micro-Siting Gateway Provision

44. It remains important at the outset to recall that NGET has applied for an NSIP in the form of an authorization for a “Rochdale” Envelope” whose outermost volumetric parameters are stated in express terms to enable the encompassing in three-dimensions of a line of tall pylons with transmission cables between each pylon, and along a route demarcated at ground level by notional “Order limits.

45. It is correct that the “Rochdale” Envelope provides flexibility to the developer as it allows future detail of the interior of the Envelope to be worked out in due course, and in this Application when a Main Contractor is appointed. In itself, the “Rochdale” Envelope is a useful tool for a developer in providing to it flexibility. But, in the context of seeking compulsory acquisition powers, the flexibility inherently connotes actual ambiguity. That is, the “Rochdale” Envelope approach manifests an inherent structural

flaw to securing section 122 PA 2008 compulsory acquisition powers: the Envelope is necessarily internally ambiguous and thereby is particularly vulnerable to common law evidential requirements in *Prest*. Consequently, a promoter relying on the Envelope requires to show particular actual evidence of need to overcome that flaw. In this matter, NGET advances no such evidence and has not rebutted ARU evidence.

46. Importantly, NGET is not itself today in a position to know where its pylons may be or may not be situated in fact nor the alignment in fact of the resulting overhead cables between each pylon, somewhere within the “Rochdale” Envelope unless and until the detailed design in future has been fixed. The ExA and Secretary of State cannot be in a better position than NGET itself in the current absence of knowledge of detailed locations.
47. Further, NGET has reinforced the degree of flexibility it seeks by insisting on “Order limits” as part of its draft DCO and an express power to situate “anywhere” inside the Order limits the pylons and the cables between them. Therefore, for practical purposes, one must notionally exclude from sight the purple lines and “x” marks of pylons indicated on the Works Plans because they mean nothing in the face of Article 5(1). Importantly, it is the orange dashed lines of the Order limits that define the spatial envelope anywhere inside of which pylons and overhead cables would be authorized to be situated. In essence, NGET cannot actually evidence that any of its overhead cables will or will not traverse Plot 8/29 unless and until detailed design is concluded in future.
48. The consenting Department has published a Code in respect of the recognised phenomena of “microshocks” to both people and animals – in particular horses – and that adverse consequences may occur. The Code operates to ensure that that phenomena does not actually occur in relation to school land. The Code ensures that non-occurrence by describing that it is “normal” good routing practice to “avoid” school land. If and only if that land cannot be avoided, then and only then does the Code provide to minimize the occurrence of the phenomena by ensuring that overhead cables are raised higher above ground level than they may normally be. This increased elevation does not prevent the occurrence of the phenomena but reduces its actual occurrence to a level regarded as acceptable in relation to *human beings* in schools, in particular children.
49. ARU Writtle has submitted extensive, detailed and expert evidence in relation to the result of the actual occurrence of the microshock phenomena inside the paddock land over which part of the “Rochdale” Envelope of space for the NSIP is proposed in the Lands Plans and Works Plans to be situated. That evidence remains in fact wholly unrebutted either by NGET (or UKPN in respect of its distribution cables).
50. NGET has sensed the proximity of the wall to its back and instead relies on the Code guidance to elevate the proposed oversailing cables. But, as above where it also descends into the world of Humpty Dumpty referred to in the *Tesco* case, so too NGET asserts that it is entitled to merely increase the height of the

cables as a complete answer to ARU's proposal to situate the proposed cables farther West inside the "Rochdale" Envelope. The Code expressly provides the increased cable elevation arises only if routing of a new cable over a school is "unavoidable". *Because* NGET has proposed a "Rochdale" Envelope for its NSIP and admits that detailed design remains to be done, and Article 5(1) authorizes the alignment of the new cables "anywhere" inside the Envelope, it is evidentially impossible for NGET to show that routing of new cables over the ARU school paddocks immediately East of Newney Green Lane is actually "unavoidable". Indeed, only by NGET itself predetermining the final design of the NSIP cable line inside those paddock areas and turning a blind eye to its own proposed Article 5(1) powers, could NGET show the oversailing of that paddock areas was actually "unavoidable". But NGET cannot convert its "Rochdale" Envelope into a detail design scheme as and when it want to or has it submitted a Change Request to that effect. Further, in its Deadline 7 Response [REP7-481], NGET asserts at page F5 that the ARU Protective Provision "would predetermine the final alignment by excluding particular paddock areas from the Part V powers". With respect to the Applicant, the NGET underlined assertion is wholly divorced from reality, seeks to obfuscate the practical solution it proposes, and is surprising for the promoter of an NSIP to descend to such desperate assertions. Again, this approach by NGET evidences the basis for the real need for Protective Provisions for ARU Writtle.

51. In response to the NGET assertion, as ARU further explains in the sworn and expert Witness Statement of [REDACTED], Chartered Rural Surveyor, and its Exhibited Plans 1 and 2, attached to this Deadline 8 Written Submission, ARU has not and is not in fact "predetermine[ing] the final alignment" of the pylons locations of Works No. 17, nor of the cable alignment in the vicinity of ARU Writtle, nor the line of the NSIP between Norwich and Tilbury.
52. The proposed Protective Provision described in that further Witness Statement and described in the Plans 1 and 2 results to maintain, to reduce extent of but to not remove, the flexibility of the spatial envelope of the "Rochdale" Envelope applied for in the terms of the draft DCO to ensure the Code's good practice for routing of new overhead cables can be adhered to. Indeed, adherence by NGET to the Code should be a given – but surprisingly it is not.
53. The proposed Protective Provision is illustrated in Plans 1 and 2 and has been further refined for simplicity with a like outcome as before: the proposed Protective Provision results to preclude new overhead cables from oversailing ARU Writtle school land paddocks 37 and 38. See Plan 1.
54. The proposed Protective Provision secures the outcome by creating a notional line between two actual and permanent Ordnance Grid reference coordinates shown on Plan 1. The Western coordinate corresponds to the junction of the fence of the North boundary of paddock number 38 with the fence on the Eastern side of Newney Green Lane, situated at the Southern tip of a small woodland North of that

coordinate. The Eastern coordinate corresponds to the location of a gate in the same fence but on the North side of school paddock 36 and where it lets not the permanent footpath situated on the North side of the fence. A line shown in red has been struck between the two coordinates each demarcated by an “x”.

55. The proposed Protective Provision ensures that no new overhead cable can pass through that red line between the two coordinates each demarcated by an “x”. In this way, the phenomena recognised by the Code and evidenced in particular in respect of its outcome in the location of ARU, is properly avoided and simultaneously ensures adherence to the Code by NGET (where it currently resists “good routing practice”).
56. It can be seen from Plan 2 that the application of the two coordinates to the green coloured land of the Land Plans, Section F, Sheet 8, in the vicinity of ARU Writtle, results to not close but to reduce the available space inside the “Rochdale” Envelope to a still flexible volume inside that Envelope situated as between coordinate reference TL 6584 0685 (to the East) and the Westernmost edge of the “Order limit” to the North-West of that particular coordinate. Given that the draft DCO is based on and seeks authorization for a “Rochdale” Envelope, and that NGET itself seeks under Article 5(1) a power to situate its new overhead lines “anywhere” within the Order limits, and these limits lie farther West than coordinate reference TL 6584 0685, it is impossible for ARU to “predetermine” the “final alignment” of either cables or pylons. Rather, ARU is merely providing a lesser amount of flexible space through which overhead cables can be strung on such alignment as detailed design may demonstrate in the future.
57. As a public interest body itself, ARU Writtle recognises that its proposed Protective Provision cannot preclude oversailing of some of its school land, in particular, the Westernmost side of paddock 39 shown on Plan 1. But, as has been referred to above, ARU is not seeking to prevent the NSIP being constructed but to ensure the ongoing safe operation of its Educational Establishment whilst facilitating how the new cables are situated. Consequently, ARU Writtle recognises and accepts that oversailing of part of paddock 39 would then be “unavoidable” under the Code and so require the increased elevation of new cables in that location and which increased elevation NGET has already agreed to in its previous Submissions.
58. The terms of the proposed Protective Provision (regardless of Part V) can be distilled to:

For the Protection of ARU Writtle

For the protection of ARU Writtle, in relation to any electrical transmission line in Works No.17, and otherwise provided for in the Order, no overhead transmission cable may cross the notional line between by Grid Reference coordinates TL6584 0685 and TL 6604 0690.

59. Contrary to the assertion of NGET in its [REP7-481], page F4-F5, the proposed Protective Provision is evidentially justified, aligns with the public interest expressed by the Code's "good routing practice", and remains unrebutted by NGET evidence.
60. Applying *Prest* and basic principles of law in relation to the compulsory acquisition of land, it cannot be said that the evidence shows at all, let alone in a clear cut or decisively, that there is a need for overhead cables to depart from good routing practice nor to oversail school land to result in microshocks to horses and consequential injury and harm to students and horses. The evidence of the flexibility in the "Rochdale" Envelope, and in the evidence of Article 5(1) to situate the development "anywhere" within the Envelope shows that there is no actual need to oversail paddocks 37 and 38. It is manifestly proportionate to impose such a protective provision. These Submissions apply with like effect to the means of a Requirement to produce the same outcome on the same terms and for the same reasons.

b) the Eastern Power Networks plc Micro-Siting Below Ground Gateway Provision

61. As has been referred to above, it is clear that NGET's new transmission lines will impact on UKPN's distribution lines but that instead of its compulsorily acquiring the land interests of UKPN, NGET has proposed before a development agreement, and before the start of engagement by UKPN with any affected land owner, the inclusion of compulsory acquisition powers under Part V of its Application on 29th August 2025.
62. For the first time, on the 16th July 2026, shortly before the closure of the Examination Period on the 10th August 2026, UKPN representatives attended a site meeting at ARU Writtle in the location of paddocks 39 and 40 on Plan 1 referred to above. That Plan shows a stream. It can be seen from Plan 2 that the geographical extent of the land envisaged for the UKPN works would straddle the stream.
63. The Third Witness Statement of [REDACTED] describes the meeting of the 16th July 2026. It is clear that UKPN had read and accepted the detailed expert evidence of ARU Writtle in relation to the Code phenomena of microshocks resulting from below ground electricity cables and the real potential for harm to (and potential death of) horses stepping into remade ground after the occurrence of ground works.
64. The Third Witness Statement of [REDACTED] evidences that UKPN accepted the need to not disturb the ground surface of paddocks 39 and 40 in the location of the Plots shown on the Land Plans (see Plan 2). It is also noteworthy that UKPN also conveyed to ARU the actual agreement of NGET that direct horizontal drilling be used to secure the repositioning of UKPN distribution lines displaced by NGET's new transmission lines and simultaneously avoid ground surface disturbance of paddock areas traversed by horses. Indeed, UKPN itself volunteered that the placement below ground at least 0.2m would avoid microshocks (including to horses) but UKPN would check the depth to ensure that result.

65. It is also noteworthy that UKPN identified that the actual existence of the stream would result in the need to reposition the displaced distribution lines by means of horizontally drilling. That is, the actual need for the drilling arose from the site inspection by experienced engineers observing the presence of the stream and how it must be properly traversed by a repositioned distribution line.
66. It follows that the relevant party – “UKPN” – is evidenced to agree and accept the proposed Protective Provision.
67. By reference for convenience to the said Plan 2, the terms of that proposed Protective Provision can be distilled as follows (and for completeness would include the terms in square brackets if in some way Part V powers to lawfully apply to ARU Writtle land, and otherwise not include those bracketed terms):

For the Protection of ARU Writtle in relation to UKPN works

[Save as otherwise provided for hereinbelow, for the protection of ARU Writtle, Part V of the Order cannot apply to UKPN works in relation to Plots 8/27, 8/33 and 8/36.]

UKPN works for distribution lines may be executed in Plots 8/27, 8/33 and 8/36 not otherwise than by means of horizontal directional drilling at a depth of not less than 1m below ground surface level (unless such depth be agreed otherwise in writing between the land owner and UKPN), and may be maintained at such depth.

68. The proposed Protective Provision for “horizontal directional drilling” has been both agreed on the 16th July 2026 by NGET in relation to the UKPN works on ARU land, and also advised by UKPN engineers as being essential because of the presence of a stream.
69. Further, NGET proposes the same “horizontal directional drilling” technique elsewhere in its Application. Thus, at page 65 and 89 of EN020027-004593-7.2 Outline Code of Construction Practice - Revision G, in [REP7-322], NGET most recently provides at https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-004593-7.2%20Outline%20Code%20of%20Construction%20Practice_Revision%20G%20-%20Clean%20Version.pdf

Commitment Reference	Commitment	Monitoring	Project Phase	Relevant Aspect / Topic	Commitment Securing Mechanism	Delivery	Associated Supporting Documentation	Compliance Date and Details
	consequences for sensitive archaeological deposits will be assessed. The nature and scope of any mitigation or remediation will be agreed with the Environment Agency and/or other appropriate stakeholders, including Historic England.							
GH12	The provision of a drilling fluid breakout method statement, where horizontal directional drilling is proposed at trenchless locations, will be developed by the Main Works Contractor(s) and discussed with the Environment Agency, and will be informed by sufficient appropriate ground investigation and will include: - Detailed and appropriate design of all trenchless crossings including demonstration of a suitable drilling profile and depth to mitigate the risk of breakout - Description of drilling procedure and demonstration of suitability, including removal of borehole cuttings during drilling - Annular pressure monitoring - Regular walkovers of the drill path to check for visible evidence of breakouts - Measures to limit the volume of the drilling fluid loss - Measures to contain the lost drilling fluid - Measures to remove the lost drilling fluid - Measures to seal the area of the breakout - Measures to provide any remediation, if appropriate - Assessment of the pollution potential of any additives required and a permit or exclusion obtained as required. - Drilling clay breakout in areas of archaeological preservation in situ will be managed following methodology defined in the Outline AMS-OWSI (document reference 7.5) (Revision C).	To be confirmed by the Main Works Contractor(s) if Project is consented.	Prior to construction	Contaminated Land, Geology and Hydrogeology	Requirement 4	Prior to commencement of relevant construction	ES Chapter 9: Contaminated Land, Geology and Hydrogeology (document reference 6.9) (Revision B) Outline AMS-OWSI (document reference 7.5) (Revision C).	To be confirmed by the Main Works Contractor(s) if Project is consented.

70. In particular, at page 65 and Page 89 (Glossary just for full iteration) provide for “horizontal directional drilling”:

Horizontal directional drilling	Trenchless method for the installation of pipes, in a shallow arc using a surface-launched drilling rig. In particular, it applies to large-scale crossings in which a fluid filled pilot bore is drilled without rotating the drill string, and this is then enlarged by a washover pipe and back reamer to the size required for the product pipe.
---------------------------------	---

71. Further, the 7.3 Outline Construction Traffic Management Plan (Tracked) (Final Issue F) **[REP7-339]** https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-004598-7.3%20Outline%20Construction%20Traffic%20Management%20Plan_Revision%20F_Tracked%20Changes%20Version.pdf also references drilling on page 5, paragraph 1.5.1: (Emphasis added)

“1.5.1 Both the River Stour and the River Waveney intersect the Project alignment, and the underground cables will need to cross underneath both of these. A trenchless construction method will be applied for both crossings. Trenchless installation may be required in areas where open trench is not feasible, for example where the alignment crosses an existing railway line, or other drivers such as for environmental mitigation. The environmental cable would be installed using a drilling or boring method (or a suitable alternative method) to pass beneath features. Trenchless crossing is detailed in Chapter 4 of the Environmental Statement (document reference 6.4).”

72. Lastly, it is also noted in Table 5.1 Non-Primary Access Routes Construction Movements – “Directional Drilling for the cabled sections. HGV (tractor trailer/ low loader)/ LGV (Site Vehicle 4x4)” (Page 32)

73. Contrary to the assertion of NGET in its [REP7-481], pages F6-F8, the proposed Protective Provision is evidentially necessary, justified, aligns with the agreement of NGET with UKPN for the same, and remains unrebutted by NGET evidence.
74. Applying *Prest* and basic principles of law in relation to the compulsory acquisition of land, it cannot be said that the evidence shows at all, let alone in a clear cut or decisively, that there is a need for displaced distribution cables to traverse a stream (and simultaneously avoid disruption of paddock ground surfaces and microshocks to horses and school children) and consequential injury and harm to students and horses. The evidence of the flexibility in the “Rochdale” Envelope, and in the evidence of Article 5(1) to situate the development “anywhere” within the Envelope shows that there is no actual need for UKPN works to oversail ARU land as they can be situated below ground. NGET evidences that it adopts horizontal drilling to enable crossing of streams by new cables and UKPN’s engineers adopt the same approach. It is manifestly proportionate to impose such a protective provision. These Submissions apply with like effect to the means of a Requirement to produce the same outcome on the same terms and for the same reasons.

c) the Scaffolding Provision

75. As has been referred to above, NGET proposes a “Rochdale” Envelope form of DCO on terms under Article 5(1) that would authorize NGET to situate the actual location of the pylons, including TB166, 165 and 164 “anywhere” inside the spatial dimensions of the parameters of the Envelope. Those spatial dimensions overlaps with paddocks 37-39 of ARU Writtle where horses from its 90 strong herd live and work.
76. In corresponding manner to the yet to be determined position of the oversailing cables, the draft DCO includes proposed powers enabling placement of two walls of scaffolding on each side of Newney Green Lane with netting between them a distance above the highway surface, also within the Envelope, and as evidenced by the indicative EIA Plan Document Reference 6.4.F1 to be located On the Eastern side of the Lane) on ARU paddocks 37 and 38 (as identified on Plan 1 and 2 referred to above), in the Southern part of Plot 8/29 and also on Plot 8/37 adjacent to Newney Green Lane.
77. But, importantly, Article 49(1)(b) sought by NGT provides: (Emphasis added)
- 1) *... the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development—*
 - b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule; ...
 - 2) Without limiting the scope of the specific powers conferred by paragraph (1) ...

- 5) Any prohibition, restriction or other provision made by the undertaker under paragraph (1), (2) or (3)—
 - a) has effect as if duly made by—
 - i) the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act; ...
 - and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 13 (traffic regulation orders)) to which the prohibition, restriction or other provision is subject; and
 - b) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004(a) (road traffic contraventions subject to civil enforcement).
- 6) Any prohibition, restriction or other provision made under paragraphs (1) or (2) of this article may at any time be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraphs (1) and (2).

78. The desire of NGET to situate scaffolding on ARU land will in future correspond to the final location of the new oversailing cables coupled with the desire of NGET to not exercise the express terms of the Article 49(1)(b) Traffic Regulation power expressly requested by NGET in its draft DCO to “prohibit vehicular access” for such any and all temporary periods, and on such terms, as NGET may choose under Article 49(1)(b) along any part of the blue coloured highway(s) on the Traffic Regulation Plans that includes, in Section F, Sheet 8, part of Newney Green Lane and in particular, and in particular the part that is adjacent to the West side of ARU Writtle and its paddocks 37, 38 and 39. See Plan 2.

79. ARU Writtle has submitted expert and particular evidence in relation to the outcome and dangerous consequences for the ARU horse herd of ground surface compression by the weight of scaffolding and its recovery to a quality where it can be safely traversed by horses. That evidence remains unrebutted by NGET.

80. The result of the proposed Protective Provision in (a) above would be to exclude any need (theoretical or actual) for scaffolding to be situated on the ground surface of paddocks 37 and 38 because the overhead lines would be precluded from oversailing those paddocks by that Provision and the red line shown on Plans 1 and 2 between Grid coordinates TL65840685 and TL66040690. The proposed Protective Provision in (a) maintains flexibility inside the “Rochdale” Envelope through which space can be situated new transmission cables on such varied alignment as the Envelope with that limitation applied provides for.

81. Therefore, the Scaffolding Protective Provision theoretically can be regarded as a parallel provision to that in (a) above whilst also applying (theoretically) to the oversailing of the Western part of paddock 39.

82. In the event that the proposed Protective Provision in (a) is properly Recommended by the ExA and properly applied by the Secretary of State, as the common law in *Prest* requires (in law) and the Code of

his Department requires (in fact), then the Scaffolding Protective Provision (theoretically) would operate only in respect of the limited extent of the Lane immediately West of paddock 39.

83. ARU refers the ExA to the expert evidence of [REDACTED], of KMC Transport Planning, and who himself is experienced in the practical application of DCO provisions relating to traffic management after the grant of a DCO.
84. The evidence of the actual proposed availability to NGET of its proposed Article 49(1)(b) of its own draft Order for a nationally significant project and the specific Traffic Regulation Order that is “deemed” by Article 49 to result and as if made by the local highway authority and on such terms as NGET itself may specify, precludes the need to erect scaffolding adjacent to Newney Green Lane to protect passing vehicles below from cables being erected above that highway. That Traffic Regulation Order would authorize prohibiting all vehicular traffic along Newney Green Lane highway coloured blue, including the extent identified in EIA Plan Document Ref. 6.4.F1, that is adjacent to ARU Land and adjacent to the part of ARU land coloured yellow to show scaffolding on ARU land. It is axiomatic that the prohibition of vehicular traffic on Newney Green Lane would obviate the actual need to protect the highway from cables being strung above the same highway as there could be no actual traffic to protect.
85. It remains most remarkable that NGET cannot recognise in its own draft DCO that it has requested a “specific power” by which to convert for a temporary period as long, or as recurring as it wants to, such part of Newney Green Lane ground surface level into part of its construction site inside the “Rochdale” Envelope on which then closed road to place cables before they are raised; and simultaneously NGET asserts that it needs to construct (at further cost) a scaffolding and netting ‘folly’ to protect the passage of non-existence vehicle traffic barred by NGET’s own Article 49(1)(b) Traffic Regulation Order power along that same closed part. Indeed, it beggars belief.
86. It remains more remarkable that NGET in its **[REP7-481]** at page F9-F12 relies on an extrinsic local “permitting” scheme made for local highway purposes notwithstanding that the draft DCO sought by NGET for a national project includes powers to prohibit the very cause of the scaffolding desire. Indeed, it too beggars belief.
87. In essence, the actual evidence today of Article 49(1)(b) itself as a proposed power precludes the theoretical or potential need for any scaffolding to be situated on ARU land, in particular, paddocks 37 and 38. At most, scaffolding theoretically might be required to enable hauling of new cables above the small woodland to the immediate West of paddock 39 shown on Plan 1 and Plan 2.

88. By reference for convenience to the said Plan 2, the terms of that proposed Protective Provision can be distilled as follows:

For the Protection of ARU Writtle

For the protection of ARU Writtle, in respect of the construction of Works No.17, no scaffolding-related works may occur over ARU land south of the notional line between Grid Reference coordinates TL6584 0685 and TL 6604 0690.

89. Contrary to the assertion of NGET in its **[REP7-481]**, pages F9-F12, the proposed Protective Provision is evidentially necessary, justified, aligns with the inclusion by NGET of the specific power under Article 49(1)(b) and Schedule 13, Part 2, the extent of Newey Green Lane for “prohibition of vehicular access” adjacent to ARU paddocks 37 and 38. As [REDACTED] has adjudged *today* in his Technical Note 3, it is also proportionate to close the Lane for such period under Article 49(1)(b) as NGET may in due course properly adjudge it necessary to string up cable between pylons TB166-164 *when* it has appointed a Main Contractor.
90. The assertion by NGET in **[REP7-481]**, pages F11-12 that a local permitting scheme is even relevant in this Application is misconceived. If correct, then the asserted relevance by NGET of the local scheme would render otiose the provisions of Article 49(1)(b). Further, unless NGET deletes Article 49(1)(b) from its draft DCO, then it remains evidence of an alternative by which the theoretical need for scaffolding on ARU land is precluded.
91. Applying *Prest* and basic principles of law in relation to the compulsory acquisition of land, it cannot be said that the evidence shows at all, let alone in a clear cut or decisively, that there is a need for any scaffolding to be placed on ARU land to protect Newey Green Lane whilst it is closed to vehicular traffic. Further, the evidence of the flexibility in the “Rochdale” Envelope, and in the evidence of Article 49(1) to situate the development “anywhere” within the Envelope shows that there is no actual need for scaffolding on ARU paddocks 37 and 38. It is manifestly proportionate to impose such a protective provision. These Submissions apply with like effect to the means of a Requirement to produce the same outcome on the same terms and for the same reasons.

d) the ARU Safe Crossing Requirement

92. The ARU Education Establishment is bisected by the highway of Cow Watering Lane. See Plan 2. ARU has submitted sworn and expert evidence describing the regular daily crossing and recrossing by children (16-18), students (aged 18 years and upwards), colleagues and horses of that Lane to the East of the entrance to the Campus buildings. The evidence remains unrebutted by NGET.
93. By dint of Article 16(1) and Schedule 8, Part 1, a diversion is provided for in the draft DCO when Newey Green Lane is temporarily closed between points SM-F-028 and 029 on Section F, Sheet 8. The diverted

traffic is not encompassed by the Outline Traffic Management Plan whose terms apply to PARS (which the Lane and Cow Watering Lane are not). NGET asserts in [REP7-481], pages F11-12 reliance on the future appointment of a Main Contractor and the exercise of this discretion to consider what to do or not to do. The assertion by NGET is misconceived and surprising as it sanctions the creation of a foreseeably dangerous state of affairs for ARU vulnerable road users that, at most, NGET merely asserts or hopes will not occur in the face of contrary expert evidence from ARU.

94. NGET has submitted no expert highways nor expert safety evidence nor evidence of a DMRB GG104 Safety Risk Assessment by which to show that the existing safe crossing and recrossing by ARU animals and human beings would remain safe in the event of the introduction of new traffic and that is not familiar with the particular conditions of Cow Watering Lane.
95. ARU refers the ExA to the expert evidence of [REDACTED], of KMC Transport Planning, and who himself is experienced in the practical application of DCO provisions relating to traffic management after the grant of a DCO. He has advised that an express framework requires to be stated in the terms of the draft DCO, by means of a Requirement, to ensure the safe diversion of traffic.
96. By reference for convenience to the said evidence of [REDACTED], paragraph 2.2.10, the proposed Protective Provision can be distilled to a Proposed Requirement (regardless of Part V) as follows:

The undertaker may not exercise powers under Article 16 in relation to any diversion along Cow Watering Lane without each time having carried out before a Safety Risk Assessment of highway use of that Lane including:

- a) Timing of the temporary closure.*
- b) Length of the temporary closure;*
- c) Level of and type of traffic that will reroute along the diversion; and*
- d) Likely crossing activities occurring at ARU Writtle during that time of the diversion;*
and executing the requirements of that Assessment in the exercise of the said powers.

97. The current proposed Outline Construction Traffic Management Plan includes no provisions nor express terms ensuring the evidenced risks are avoided, in particular because the Lane is not a “PAR” to which particular safeguards apply. Nor is there a provision or requirement ensuring the safe crossing of the Lane on clear terms.
98. The reliance by NGET on an *assumption* of future decision makers acting “competently” was rejected and overtaken over two decades ago by the Court of Appeal in the case of *Smith v Secretary of State for the Environment, Transport and the Regions* [2003] Env LR 32, at paragraph 33: (Emphasis added)

33. *In my view it is a further important principle that when consideration is being given to the impact on the environment in the context of a planning decision, it is permissible for the decision maker to contemplate the likely decisions that others will take in relation to details where those others have the interests of the environment as one of their objectives. The decision maker is not however entitled to leave the assessment of likely impact to a future occasion simply because he contemplates that the future decision maker will act competently. Constraints must be placed on the planning permission within which future details can be worked out, and the decision maker must form a view about the likely details and their impact on the environment.*

99. The proposed Requirement ensures that a dangerous state of affairs will not result from the decisions of the Secretary of State or NGET in due course because the framework accommodates the assessment of risk to vulnerable road users.

100. Contrary to the assertion of NGET in its [REP7-481], pages F11-12, the proposed Requirement is evidentially necessary, justified, and evidently proportionate. It also results to ensure an actual mitigation measure on which NGET relies in its EIA but that on close analysis of the evidence remains absent. See *Smith*.

CONCLUSIONS

101. Due to NGET remaining wedded to its asserted need, ARU Writtle has been driven to Object to NGET's draft development consent order, flawed by inclusion of the unnecessary Plot 8/42 and Part V powers for "UKPN", and to incur substantial costs. As at 24th June 2026, ARU is a partly successful Objector for the purposes of the PA 2008 and section 122 and the ExA must advise the SoS of the same.

102. That NGET has misunderstood the law of CPO and the basic obligation that CPO is a remedy of "last" and can never be a "first" resort, misdirected itself in relation to its own evidence of fact that operates against it, and the resiled on 24th June 2026 from its (strongly but) asserted position in its [REP2-029] of April 2026 (only some two months earlier) evidences that the ExA pay *particularly close scrutiny* to the NGET assertions.

103. The inclusion of Part V powers over ARU land remains unable by NGET to be evidenced as necessary for the purposes of section 122(2)(a) and (b) and there can be no subsequent compelling case for the imposition of Part V powers in relation to the ARU land because of the fundamental breach of paragraph 2.6.8 of NPS EN-5, and of basic principles of compulsory acquisition common law. See *Prest*.

104. Regrettably for NGET, the presence of a "presumption" in NPS EN-1, or classification of the NSIP as a CNP or as urgently necessary in NPS EN-5, cannot circumvent the statutory requirements of law in section 122 of the Planning Act 2008 nor long-established common law protections. Such a presumption or urgent need or CNP categorization cannot in law equate to a compelling need for the purposes of section 122(3).

Such an asserted importance by NGET is excluded by section 120(7) that expressly subjugates section 120(3)-(6) to the provisions of section 122.

105. ARU has proposed Protective Provisions and a Requirement by which to ensure the ongoing safe operation of ARU Educational Facility at the same time as facilitating how the proposed overhead transmissions lines may be lawfully constructed and installed.

106. As was said in *Prest*, and never was it more apposite than in this particular application in light of CAH 3:

The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4th August 2026

APPENDIX A

LAW

Electricity Act 1989

107. The Electricity Act 1989 ("EA 1989") regulates the licensing, transmission and distribution of electricity as well as providing for compulsory purchase of land by a licensed party.

108. By section 3A:

- 1) *The principal objective of the Secretary of State and the Gas and Electricity Markets Authority (in this Act referred to as "the Authority") in carrying out their respective functions under this Part is to protect the interests of existing and future consumers in relation to electricity conveyed by distribution systems or transmission systems...*

109. By section 4, the EA 1989 prohibits a party who is not licensed from transmitting or distributing electricity as follows: (Emphasis added)

- 1) A person who –
 - a) *generates electricity for the purpose of giving a supply to any premises or enabling a supply to be so given;*
 - b) *participates in the transmission of electricity for that purpose;*
 - bb) *distributes electricity for that purpose;*
 - c) ...
 - d) ...
 - e) ...
 - f) ...*shall be guilty of an offence unless he is authorised to do so by a licence.*
- 2) ...
- 3) *No proceedings shall be instituted in England and Wales in respect of an offence under this section except by or on behalf of the Secretary of State or the Authority; ...*
- 3A) *In subsection (1)(b) above, the reference to a person who participates in the transmission of electricity is to a person who—*
 - b) *makes available for use for the purposes of a transmission system by means of which the transmission of electricity takes place anything which forms part of it...*
- 3B) *For the purposes of subsection (3A)(b), a person shall not be regarded as making something available just because he consents to its being made available by another...*
- 4) *In this Part, unless the context otherwise requires—*

"distribute", in relation to electricity, means distribute by means of a distribution system, that is to say, a system which consists (wholly or mainly) of low voltage lines and electrical plant and is used for conveying electricity to any premises or to any other distribution system; ...

"transmission", in relation to electricity, means transmission by means of a transmission system;

"transmission system" means a system which—

 - a) *consists (wholly or mainly) of high voltage lines and electrical plant, and*
 - b) *is used for conveying electricity from a generating station to a substation, from one generating station to another or from one substation to another.*
- 5) *In this section— ...*

“system” means a system the whole or a part of which is at a relevant place; ...

110. By section 6:

- 1) *The Authority may grant any of the following licences—*
 - a) *a licence authorising a person to generate electricity for the purpose of giving a supply to any premises or enabling a supply to be so given (“a generation licence”);*
 - b) *a licence authorising a person to participate in the transmission of electricity for that purpose (‘a transmission licence’);*
 - c) *a licence authorising a person to distribute electricity for that purpose (“a distribution licence”);...*
- 6) *A transmission licence may authorise the holder to participate in the transmission of electricity in any area, or only in an area specified in the licence....*

111. By section 10:

- 1) *Subject to subsection (2) below, Schedule 3 to this Act (which provides for the compulsory acquisition of land) and Schedule 4 to this Act (which confers other powers and makes other provision) shall have effect—*
 - a) *in relation to the holder of a transmission licence or of an electricity system operator licence ;*
and
 - b) *to the extent that his licence so provides, in relation to an electricity distributor or any other licence holder;*
and references in those Schedules to a licence holder shall be construed accordingly.
- 2) *Where any provision of either of the Schedules mentioned in subsection (1) above is applied to a licence holder by his licence, it shall have effect subject to such restrictions, exceptions and conditions as may be included in the licence for the purpose of qualifying that provision as so applied or any power or right conferred by or under it...*

112. Within Schedule 3, paragraph 1 provides:

- 1) *Subject to paragraph 2 below, the Secretary of State may authorise a licence holder to purchase compulsorily any land required for any purpose connected with the carrying on of the activities which he is authorised by his licence to carry on.*
- 2) *In this paragraph and paragraph 2 below “land” includes any right over land (other than, in Scotland, a right to abstract, divert and use water); and the power of the Secretary of State under this paragraph includes power to authorise the acquisition of rights over land by creating new rights as well as acquiring existing ones.*

113. Paragraph 2 provides:

- 1) *No order shall be made under paragraph 1 above authorising the compulsory purchase of land belonging to another licence holder except with the consent of the Authority.*
- 2) *The Authority shall not give their consent under this paragraph if—*
 - a) *the land is being used by the licence holder to whom it belongs for the purposes of an installation necessary for the carrying on of the activities which he is authorised by his licence to carry on; or*
 - b) *it appears to the Authority that the land will be so used and that the use will commence, or any necessary planning permission or consent under section 36 or 37 of this Act will be*

applied for, within the period of five years beginning with the date of the application for his consent.

- 3) ...
- 4) *A consent under this paragraph which is not acted on within the period of six months beginning with the day on which it is granted shall cease to have effect at the end of that period.*
- 5) *In this paragraph –
“the Planning Act” means the Town and Country Planning Act 1990 or the Town and Country Planning (Scotland) Act 1997
“planning permission” means a planning permission granted under Part III of the Planning Act.*

114. Paragraph 4 provides:

Where a licence holder has acquired any land by virtue of paragraph 1 above, he shall not dispose of that land or of any interest in or right over it except with the consent of the Authority.

Planning Act 2008

115. The Planning Act 2008 regulates the grant of development consent.

116. Within Part 2, by section 5:

- 1) *The Secretary of State may designate a statement as a national policy statement for the purposes of this Act if the statement—
a) is issued by the Secretary of State, and
b) sets out national policy in relation to one or more specified descriptions of development.*
- 2) *In this Act “national policy statement” means a statement designated under subsection (1) as a national policy statement for the purposes of this Act.*
- 3) *Before designating a statement as a national policy statement for the purposes of this Act the Secretary of State must carry out an appraisal of the sustainability of the policy set out in the statement.*
- 4) *A statement may be designated as a national policy statement for the purposes of this Act only if the consultation and publicity requirements set out in section 7, and the parliamentary requirements set out in section 9, have been complied with in relation to it and—
a) the consideration period for the statement has expired without the House of Commons resolving during that period that the statement should not be proceeded with, or
b) the statement has been approved by resolution of the House of Commons—
i) after being laid before Parliament under section 9(8), and
ii) before the end of the consideration period...*

117. By section 9, Parliamentary requirements:

- 1) *This section sets out the parliamentary requirements referred to in sections 5(4) and 6(7).*
- 2) *The Secretary of State must lay the proposal before Parliament.*
- 3) *In this section “the proposal” means—
a) the statement that the Secretary of State proposes to designate as a national policy statement for the purposes of this Act,
b) (as the case may be) the proposed amendment...*

118. Within Part 3, by section 14:

- 1) *In this Act “nationally significant infrastructure project” means a project which consists of any of the following—*
 - b) *the installation of an electric line above ground; ...*
- 2) *Subsection (1) is subject to sections 15 to 30A ...*

119. By section 16, a definition of “electric lines” is provided. In particular:

- 3) *The installation of an electric line above ground is not within section 14(1)(b)—*
 - a) *if the nominal voltage of the line is expected to be less than 132 kilovolts,*
 - aa) *if the length of the line (when installed) will be less than two kilometres,*
 - ab) *if*
 - i) *the line will replace an existing line,...*

120. Within Part 4, by section 31: (Emphasis added)

Consent under this Act (“development consent”) is required for development to the extent that the development is or forms part of a nationally significant infrastructure project.

121. By section 33:

- 1) *To the extent that development consent is required for development, none of the following is required to be obtained for the development or given in relation to it—*
 - a) *planning permission; ...*
 - b) *consent under section 36 or 37 of the Electricity Act 1989 (c. 29) (construction etc. of generating stations and installation of overhead lines); ...*

122. Within Part 5, by section 37: (Emphasis added)

- 1) *An order granting development consent may be made only if an application is made for it.*
- 2) *An application for an order granting development consent must be made to the Secretary of State...*

123. Within Part 6, by section 90: (Emphasis applied)

- 1) *The Examining authority's examination of the application is to take the form of consideration of written representations about the application...*

124. By section 91:

- 1) *Subsections (2) and (3) apply where the Examining authority decides that it is necessary for the Examining authority's examination of the application to include the consideration of oral representations about a particular issue made at a hearing in order to ensure—*
 - a) *adequate examination of the issue, or*
 - b) *that an interested party has a fair chance to put the party's case.*
- 2) *The Examining authority must cause a hearing to be held for the purpose of receiving oral representations about the issue...*

125. By section 98: (Emphasis added)

- 1) *The Examining authority is under a duty to complete the Examining authority's examination of the application by the end of the period of 6 months beginning with the day after the start day.*
- 2) *The start day is the day on which the meeting required by section 88 is held or, if that meeting is held on two or more days, the later or latest of those days.*
- 3) *The Examining authority is under a duty to make its report under section 74(2)(b) or 83(1)(b) by the end of the period of 3 months beginning with –*
 - a) *the deadline for completion of its examination of the application ...*

126. By section 99:

When the Examining authority has completed its examination of the application, it must inform each of the interested parties of that fact.

127. Within Part 7, Chapter 1, by section 120: (Emphasis added)

- 1) *An order granting development consent may impose requirements in connection with the development for which consent is granted.*
- 2) *The requirements may in particular include –*
 - a) *requirements corresponding to conditions which could have been imposed on the grant of any permission, consent or authorisation, or the giving of any notice, which (but for section 33(1)) would have been required for the development;*
 - b) *requirements to obtain the approval of the Secretary of State or any other person, so far as not within paragraph (a)...*
- 3) *An order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.*
- 4) *The provision that may be made under subsection (3) includes in particular provision for or relating to any of the matters listed in Part 1 of Schedule 5.*
- 5) *An order granting development consent may—*
 - c) *include any provision that appears to the Secretary of State to be necessary or expedient for giving full effect to any other provision of the order;...*
- 6) *In subsection (5) “statutory provision” means a provision of an Act or of an instrument made under an Act.*
- 7) *Subsections (3) to (6) are subject to subsection (8) and the following provisions of this Chapter.*

128. By Part 1 of Schedule 5, The Matters, paragraph 1 provides: (Emphasis added)

The acquisition of land, compulsorily or by agreement.

129. Paragraph 6 provides:

Keeping electric lines installed above ground.

130. Paragraph 10 provides: (Emphasis added)

The protection of the property or interests of any person.

131. Within Part 7, Chapter 1, by section 122:

- 1) *An order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.*
- 2) *The condition is that the land—*
 - a) *is required for the development to which the development consent relates,*
 - b) *is required to facilitate or is incidental to that development, or*
 - c) *...*
- 3) *The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.*

132. Within Chapter 2, by section 153:

Schedule 6 (changes to, and revocation of, orders granting development consent) has effect.

133. Within Schedule 6, paragraph 1 provides:

- 1) *This paragraph applies for the purposes of this Schedule.*
- 2) *“The applicant” , in relation to a development consent order, means the person who applied for the order.*
- 3) *“A successor in title of the applicant” means a person who—*
 - a) *derives title to the land from the applicant (whether directly or indirectly), and*
 - b) *has an interest in the land.*
- 4) *...*
- 5) *“Development consent order” means an order granting development consent.*
- 6) *“The land” , in relation to a development consent order, means the land to which the order relates or any part of that land.*

134. By paragraph 2:

- 1) *The Secretary of State may make a change to a development consent order if the Secretary of State is satisfied that the change is not material. This is subject to sub-paragraph (13)...*
- 2) *In deciding whether a change is material, the Secretary of State must have regard to the effect of the change, together with any previous changes made under this paragraph, on the development consent order as originally made.*

135. By paragraph 3: (Emphasis added)

- 1) *The Secretary of State may by order make a **change** to, or revoke, a development consent order.*
- 2) *The power conferred by sub-paragraph (1) may be exercised only in accordance with—*
 - a) *the following provisions of this paragraph, and*
 - b) *paragraphs 4 and 5.*
- 3) *The power may be exercised without an application being made if the Secretary of State is satisfied that—*
 - a) *the development consent order contains a significant error, and*
 - b) *it would not be appropriate for the error to be corrected by means of the power conferred by paragraph 1 of Schedule 4 or paragraph 2 of this Schedule...*
- 6) *If a development consent order is changed or revoked in the exercise of the power conferred by paragraph 3(1) , the Secretary of State must give notice of the change or revocation to such persons as may be prescribed...*

136. By paragraph 5: (Emphasis added)

- 1) *This paragraph applies in relation to the power conferred **by paragraph 3(1)** to make a **change to**, or revoke, a development consent order.*
- 2) *The power may not be exercised after the end of the period of 4 years beginning with the date on which the relevant development was substantially completed.*
- 3) *Sub-paragraph (2) does not prevent the exercise of the power—*
 - a) *in relation to requirements imposed by the development consent order in connection with the relevant development, or*
 - b) *to revoke the development consent order.*
- 4) *The power includes power—*
 - a) *to require the removal or alteration of buildings or works;*
 - b) *to require the discontinuance of a use of land;*
 - c) *to impose specified requirements in connection with the continuance of a use of land;*
 - d) *to impose new requirements in connection with the relevant development;*
 - e) *to remove or alter existing requirements...*
- 5) *...*
- 6) *...*
- 7) *“The relevant development” is the development for which consent is granted by the development consent order.*

Case Law

The creation of a dangerous state of affairs by the planning Authority Liability

137. In Section F of its Written Submissions, ARU has referred previously to the relevant case law in relation to the various matters including liability for personal injury resulting from the exercise of discretion under the Town and Country Planning Act 1990 and refers the ExA and the Secretary of State to the same. NGET disputes that law. Therefore, for convenience, ARU set out the salient aspects of that liability.

138. In *Health and Safety Executive v Thames Trains Limited* [2003] EWCA Civ 720, the Court of Appeal affirmed the principle in *Kane* – that a planning authority was not immune from a negligence action resulting from its decision. In *Thames Trains*, the Court of Appeal considered a situation where two trains had collided partly due to a faulty signal. The Claimant sought contribution for damages from defendant which had statutory powers of inspection and supervision through Railway Inspectorate. The Court dismissed the appeal because, absent clear words, HSE no statutory duty giving rise to a private right of action by passengers on trains under the Railways and Other Transport Systems (Approval of Works, Plant and Equipment) Regulations 1994 . The Court did not suggest that *Kane* was wrong but instead considered how it applied:

24. The pleading includes allegations of conduct whereby it is alleged that the HSE assumed responsibility by their actual involvement in the design or positioning of SN109, or the safety of the track outside Paddington generally; the allegation is also that the HSE permitted an unsafe signalling system, not simply that they did nothing. It is arguable that the Stovin v Wise double condition requirement does not apply outside the discretionary non-exercise of a power case. As to the first condition “irrationality” in Kane v New Forest DC [2002] 1 WLR312 the Court of Appeal distinguished Stovin v Wise holding that where a planning authority had “permitted” or “required” the construction of a foreseeably dangerous footpath, or if they assumed responsibility for the removal of the danger, they were arguably liable for the personal injury of the person who was injured. Irrationality was not the test. Furthermore in Kane there was no suggestion that the second limb of [REDACTED] dictum was applicable...

48. In Kane v. New Forest District Council [2002] 1 WLR 312 , a local planning authority which permitted or required the construction of a foreseeably dangerous footpath were held to have assumed responsibility to those, including the claimant, who might wish to use the footpath to see that it was not open until the danger was removed. The court considered and distinguished Stovin v. Wise . On the facts of that case, the defendants were not immune from a claim in negligence because they were exercising a statutory function under planning legislation.

139. More recently, in *Brown v South West Lakes Trust* [2022] EWCA Civ 18, the Court of Appeal considered section 1(1)(a) of the Occupiers Liability Act 1984. It cited *Kane* and affirmed the approach of its earlier decision in *Kane* as follows: (Emphasis added)

47. I also agree with [REDACTED] that the pleading in this case did not contain some of the detail that might be expected in a claim for misfeasance on the part of a highway authority, for example by

specifying the angle of the bend, and by specifying the angle recommended by prevailing standards. That, however, is a different thing from saying that the claim did not disclose a reasonable cause of action and that the claim did not have a real prospect of success. If the council (or its predecessor in title to whose liabilities it had succeeded) constructed a highway with a bend which was more acute than that recommended by prevailing standards for reasonable, prudent and competent builders of highways, and the acuteness of the bend was a cause of [REDACTED] loss of control and accident, then the claim made by [REDACTED] and his children might have a real prospect of success, even if there would be an inevitable and substantial reduction for contributory negligence on the part of [REDACTED]. This is because such a claim against the council as the highway authority would be for misfeasance in negligently creating a danger, rather than an impermissible claim against a highway authority for nonfeasance. In these circumstances in my judgment the judge was wrong to strike out the particulars of claim against the council and to give reverse summary judgment for the council.

Compulsory Acquisition and the Correct Approach in Law

140. In Section F of its Written Submissions, ARU has referred previously to the relevant case law in relation to the various matters including compulsory acquisition of land and refers the ExA and the Secretary of State to the same.
141. It is common ground with NGET as the Applicant that the Secretary of State was entitled in law to grant up to as much of (or less than) the development as had been applied for. See *Kent County Council v Secretary of State for the Environment* (1977) 33 P&CR 70 at 76.
142. Importantly, however, NGET as the Applicant disputes the law in respect of compulsory purchase. In essence, in respect of both spheres, NGET sets itself at odds with the High Court and Court of Appeal judgments in respect of compulsory acquisition of land whereas ARU aligns itself with those judgments. Therefore, ARU sets out below for convenience for the ExA and Secretary of State particular parts of Section F that have emerged as highly relevant as at Deadline 6 (7th July 2026).
143. *Statutory provisions* dealing with the calculation of compensation and interest *were intended by Parliament to protect the owner or occupier* who was being dispossessed, the statutory provisions in issue *were to be construed in favour of the owner or occupier*. See *Chilton v Telford Development Corporation* [1987] 1 WLR 872 in which the Court of Appeal followed its then recent decision in *Prest*. In particular, as at 1987, where there was a choice in relation to the construction of a statutory provision, that choice is required by the common law to be construed in favour of the land owner:

So one is left here with a provision which has on its face an open-ended power granted to the acquiring authority to act or not to act. It may at least be questioned whether that was entirely the intention of Parliament in enacting what are essentially provisions for the protection of an owner or occupier who is subjected to the necessary, but nevertheless draconian, powers of the acquiring authority to dispossess him of his title and occupation of his land.

For my part, in approaching the construction of these statutory provisions I have two concepts in mind: first, to give to this part of the legislation, if it is open to do so, a purposive construction, bearing in mind the general considerations and need for these provisions. Secondly, to bear in mind that it is a statute which is **depriving the citizen of his rights in property and his title**, and the right to enjoy occupation of his lands, or perhaps somebody else's lands...

... choosing between the two alternative approaches to this legislation, and I hope fairly recognising the lacuna which exists for practical purposes in the day-to-day carrying out of these exercises, I adopt the construction which is favourable to the owner and occupier of the land, because these sections, although incidentally dealing with calculation of compensation and interest, were primarily enacted for the protection of such a person...

144. That remains the correct approach as recently as 2011 when the Supreme Court applied the same in its determining the correct approach to the construction of statutory terms relating to the development of land in circumstances of compulsory purchase for development immediately after a compulsory purchase order had been confirmed. See *R(oao Sainsbury's Supermarkets Ltd) Wolverhampton City Council* [2011] 1 AC 437.. The Supreme Court held:

11. Recently, in the High Court of Australia, [REDACTED] said in *R & R Fazzolari Pty Ltd v Parramatta City Council* [2009] HCA 12, paras 40, 42, 43:

"40. Private property rights, although subject to compulsory acquisition by statute, have long been hedged about by the common law with protections. These protections are not absolute but take the form of interpretative approaches where statutes are said to affect such rights."

"42. The attribution by Blackstone, of caution to the legislature in exercising its power over private property, is reflected in what has been called **a presumption, in the interpretation of statutes, against an intention to interfere with vested property rights** ...

"43. The terminology of 'presumption' is linked to that of 'legislative intention'. As a practical matter it means that, **where a statute is capable of more than one construction, that construction will be chosen which interferes least with private property rights.**"

145. NGET disagrees with the Court of Appeal in 1987 and with the Supreme Court in 2011. By contrast, ARU agrees with both the Court of Appeal in 1987 and with the Supreme Court in 2011 and respectfully invites the ExA, and in turn, the Secretary of State to also agree with those Courts in respect of their lawful judgments.

146. The Supreme Court in *Sainsbury's Supermarkets Ltd* also underscored the common law obligation on the ExA (and the Secretary of State) to be "**most** carefully scrutinized" the evidence asserted (not by the landowner but) by the acquiring authority by affirming in 2011 the *Prest* case:

10. In *Prest v Secretary of State for Wales* (1982) 81 LGR 193, ...

... [REDACTED] said, at pp 211–212:

"The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights **requires to be most carefully scrutinised**. The courts must be vigilant to see to it that that authority is not abused. It must not be used unless it is clear that the Secretary of State has allowed those rights to be violated by a decision based upon

the right legal principles, adequate evidence and proper consideration of the factor which sways his mind into confirmation of the order sought.”

147. In respect of any ambiguity in relation to the evidence asserted by the Applicant, the Supreme Court also affirmed *Prest*:

10. In *Prest v Secretary of State for Wales* (1982) 81 LGR 193, 198 [REDACTED] said:

“I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands ...”

148. The part of *Prest* cited above by the Supreme Court derives from a wider passage held by the Court of Appeal (and applied in *Chiltern* by that Court in the following year (1987)). That is, in [REDACTED] held:

These findings give rise to several points of law.

The use of compulsory purchase powers

*The first is fundamental. To what extent is the Secretary of State entitled to use compulsory powers to acquire the land of a private individual? It is clear that no Minister or public authority can acquire any land compulsorily except the power to do so be given by Parliament: and Parliament only grants it, or should only grant it, when it is necessary in the public interest. In any case, therefore, where the scales are evenly balanced — for or against compulsory acquisition then the decision — by whomsoever it is made — should come down against compulsory acquisition. I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands: and then only on the condition that proper compensation is paid, see *Attorney-General v. De Keyser's Royal Hotel Ltd.* (1920) A.C. 508. If there is any reasonable doubt on the matter, the balance must be resolved in favour of the citizen. This principle was well applied by [REDACTED] in *Brown v. Secretary of State for the Environment* (1978) P. & C.R. 285, where there were alternative sites available to the local authority, including one owned by them. He said (at page 291):*

“It seems to me that there is a very long and respectable tradition for the view that an authority that seeks to dispossess a citizen of his land must do so by showing that it is necessary ... If, in fact, the acquiring authority is itself in possession of other suitable land other land that is wholly suitable for that purpose — then it seems to me that no reasonable Secretary of State faced with that fact could come to the conclusion that it was necessary for the authority to acquire other land compulsorily for precisely the same purpose.”

149. It remains plain as a pike staff that since 1986, the law has and continues some decades later to require: “where the scales are **evenly** balanced — for or against compulsory acquisition then the decision — by whomsoever it is made — should come down **against** compulsory acquisition “ and if there is “any **reasonable** doubt on the matter, the balance must be resolved in favour of the citizen”. That is, where there is an evidenced doubt — or ambiguity — the common law requires that ambiguity to be resolved in favour of the citizen. This is yet another example of the *public law equivalent* of the private law concept

of 'contra proferentum' approach being applied in the public law sphere of compulsory acquisition but applied to the evaluation of evidence (as it is to the construction of statutes).

150. The "interpretation of planning policy is a matter for the court". In the decision of the *Supreme Court in Tesco Stores Ltd. v Dundee City Council* [2012] UKSC 13, [REDACTED] held:

18... As in other areas of administrative law, the policies which it sets out are designed to secure consistency and direction in the exercise of discretionary powers, while allowing a measure of flexibility to be retained. Those considerations point away from the view that the meaning of the plan is in principle a matter which each planning authority is entitled to determine from time to time as it pleases, within the limits of rationality. On the contrary, these considerations suggest that in principle, in this area of public administration as in others (as discussed, for example, in *R (Raissi) v Secretary of State for the Home Department*), policy statements should be interpreted objectively in accordance with the language used, read as always in its proper context.

19. That is not to say that such statements should be construed as if they were statutory or contractual provisions. Although a development plan has a legal status and legal effects, it is not analogous in its nature or purpose to a statute or a contract. As has often been observed, development plans are full of broad statements of policy, many of which may be mutually irreconcilable, so that in a particular case one must give way to another. In addition, many of the provisions of development plans are framed in language whose application to a given set of facts requires the exercise of judgment. Such matters fall within the jurisdiction of planning authorities, and their exercise of their judgment can only be challenged on the ground that it is irrational or perverse (*Tesco Stores Ltd v Secretary of State for the Environment and ors*, per [REDACTED], p 780). Nevertheless, planning authorities do not live in the world of Humpty Dumpty: they cannot make the development plan mean whatever they would like it to mean.

20. The principal authority referred to in relation to this matter was the judgment of [REDACTED] in *R v Derbyshire County Council*, ex [REDACTED] (p 290). Properly understood, however, what was said there is not inconsistent with the approach which I have described. In the passage in question, [REDACTED] stated 'If there is a dispute about the meaning of the words included in a policy document which a planning authority is bound to take into account, it is of course for the court to determine as a matter of law what the words are capable of meaning. If the decision maker attaches a meaning to the words they are not properly capable of bearing, then it will have made an error of law, and it will have failed properly to understand the policy.' ...

151. *Tesco* was applied in the sphere of the Planning Act 2008 in *R(on the application of Save Stonehenge World Heritage Site Limited) v Secretary of State for Transport* [2021] EWHC 2161 (Admin), at Appendix 1, paragraph 1(f): (Emphasis added)

The interpretation of planning policy is a matter for the court. In *R (Scarbrick v Secretary of State for Communities and Local Government)* [2017] EWCA Civ 787, the Court of Appeal considered the interpretation of national policy statement for nationally significant hazardous waste infrastructure under the Planning Act 2008. See paragraphs 5-8. [REDACTED] (with whom the other Lord Justices agreed) held:

"19. The court's general approach to the interpretation of planning policy is well established and clear (see the decision of the Supreme Court in *Tesco Stores Ltd. v Dundee City Council* [2012] UKSC 13, in particular the judgment of [REDACTED] at paragraphs 17 to 19). The same approach applies both to development plan policy and statements of government policy (see the judgment of [REDACTED] in *Suffolk Coastal District Council v Hopkins Homes Ltd.* and *Richborough Estates*

Partnership LLP v Cheshire East Borough Council [2017] UKSC 37, at paragraphs 22 to 26). Statements of policy are to be interpreted objectively in accordance with the language used, read in its proper context (see paragraph 18 of [REDACTED] judgment in Tesco Stores v Dundee City Council). The author of a planning policy is not free to interpret the policy so as to give it whatever meaning he might choose in a particular case. The interpretation of planning policy is, in the end, a matter for the court (see paragraph 18 of [REDACTED] judgment in Tesco v Dundee City Council). But the role of the court should not be overstated. Even when dispute arises over the interpretation of policy, it may not be decisive in the outcome of the proceedings. It is always important to distinguish issues of the interpretation of policy, which are appropriate for judicial analysis, from issues of planning judgment in the application of that policy, which are for the decision-maker, whose exercise of planning judgment is subject only to review on public law grounds (see paragraphs 24 to 26 of [REDACTED] judgment in Suffolk Coastal District Council). It is not suggested that those basic principles are inapplicable to the NPS – notwithstanding the particular statutory framework within which it was prepared and is to be used in decision making."

APPENDIX B

Shorter Oxford English Dictionary

ON HISTORICAL PRINCIPLES

Sixth edition

VOLUME 1 · A-M

OXFORD
UNIVERSITY PRESS

WITNESS STATEMENT ANNEXURES

1. **Witness Statement of** [REDACTED] **and Exhibits;**
2. **Third Witness Statement of** [REDACTED] **and Exhibits including Plans 1 and 2 referred to herein;**
3. **Third Witness Statement of** [REDACTED] **and Exhibits;**
4. **Third Technical Note of** [REDACTED] **of KMC Transport Planning.**

**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC
FOR
A DEVELOPMENT CONSENT ORDER
PURSUANT TO SECTION 37 PLANNING ACT 2008
FOR
THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND

PLANNING INSPECTORATE REFERENCE: EN020027
WITNESS STATEMENT**

[REDACTED]

On behalf:

Interested Party Reference Number: [REDACTED]

1. BACKGROUND AND QUALIFICATION

- 1.1 My name is [REDACTED].
- 1.2 I am a Solicitor, Senior Associate at Birketts LLP and act for Anglia Ruskin University (“**ARU**”). In my role, I advise ARU regarding legal matters including in relation to the proposed National Grid (“**NGET**”) (Norwich To Tilbury) Order (the “**Order**”).
- 1.3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 1.4 There is now produced and shown to me a bundle of true copy documents marked “Exhibit BY1”. All references to documents in this statement are to Exhibit BY1 unless otherwise stated. References to tab numbers in this statement are to the respective tabs in Exhibit BY1 in the format BY1/[x]

2. INTRODUCTION

- 2.1 This witness statement describes the position regarding the removal of Plot 8/42 from the Book of Reference, the Draft DCO and alterations required to plans.
- 2.2 In the Third Witness Statement of [REDACTED] of ARU (also submitted alongside this Witness Statement in advance of Deadline 8) she describes ARU’s engagement with NGET and UKPN and the current position being taken by NGET in respect of ARU Writtle in respect of the proposed development by NGET under the Order.

- 2.3 My evidence should be read with the other witness statements and evidence submitted by ARU, including the second witness statement of [REDACTED] regarding ARU's continued engagement with NGET to raise ARU's concerns in respect of NGET's proposal for a new proposed access road through the ARU Writtle Campus and the witness statement of [REDACTED] regarding the necessary deletions of Plot 8/42 from the draft DCO, submitted at Deadline 6 by ARU [REP6-134].
- 2.4 It is without question that as currently drafted, the draft DCO would result in the permanent entitlement in favour of NGET and others to pass through the Equine Centre at ARU Writtle Campus. The amendments made to date and proposed to be made at Deadline 8 by NGET are insufficient and incomplete.
3. **24TH JUNE 2026 HEARING (CAH 3)**
- 3.1 As set out more particularly in the witness statement of [REDACTED] [REP6-134] at CAH 3 on 24th June 2026, NGET put on record that for the first time since it made its application on the 29th August 2025 for its draft DCO) that they do not actually need to access ARU Writtle through the Equine Centre. Instead they stated they will gain access from the West of ARU Writtle via Newney Green. The real outcome of this statement from NGET is that Plot 8/42 is not required to form part of the DCO.
- 3.2 NGET's position was affirmed in their deadline 6 submission document - 8.5.10 Applicant's Written Summary of Oral Submissions and Response to Action Points for Compulsory Acquisition Hearing 3 [REP6-116] stating that **"the Applicant no longer requires access through the college from Cow Watering Lane (Plot 8/42)"** and **"the Applicant confirmed that it would become Class 8 land"**. NGET confirmed that the land plans would be amended to show Plot 8/42 as shaded white rather than yellow, reclassifying it to "Class 8 - Land not subject to powers of acquisition nor temporary use".
- 3.3 The written post hearing update set out in [REP6-116] from NGET states "the Applicant will seek to make all consequential amendments to the various documents relating to the access route, including the Book of Reference and Land Plans, at Deadline 7." Surprisingly, that did not occur – Plot 8/42 remains coloured yellow, and the suggested definitional changes to the scope of "Order land" remain incompletely thought through. Logically, the references to "8/42" must be and evidently need to be, deleted as text in order to align with the publicly stated statement of NGET at CAH3 that NGET does not "need" Plot 8/42.
4. **ARU Writtle Deadline 6 Submission [REP6-134]**
- 4.1 ARU Writtle set out, in summary, in their written post-hearing submissions; summaries of and responses to oral submissions made at hearings held during week commencing 22 June 2026 [REP6-134] that following the above confirmation from NGET that plot 8/42 is no longer necessary that the order limits and perimeter red line should be reduced to

exclude the plot from all drawings and plans under the DCO if granted; the draft DCO and book of reference should be amended to remove plot 8/42 from being referenced.

- 4.2 These requests were supported by the witness statement of [REDACTED] which provided a list of documents to be updated.

5. Deadline 7 - 8.4.16 Applicant's Comments on any Further Information or Submissions Received by Deadline 6 [REP7-481] Appendix F

- 5.1 NGET provided their response to ARU Writtle's [REP6-134] in Appendix F of their 8.4.16 Applicant's Comments on any Further Information or Submissions Received by Deadline 6 document [REP7-481].

- 5.2 Notwithstanding that NGET set out that they would make all consequential amendments to the various documents relating to the access route, including the Book of Reference and Land Plans, at Deadline 7 [REP6-116] they disappointingly set out that the "Applicant intends to submit revised plans at Deadline 8", preventing ARU Writtle from commenting or further resolving any issues with these revised plans. With the examination due to close on the 10th August 2026 it is frustrating and disappointing that NGET have taken this late approach to Plot 8/42 and ARU Writtle

- 5.3 In any event, NGET in [REP7-481] asserted that it rejects ARU Writtle's proposal in their [REP6-134] that Plot 8/42 should be removed from the order limits, plans, draft DCO and book of reference, stating instead that amending the land plans to show Plot 8/42 as shaded white rather than yellow, reclassifying it to "Class 8 - Land not subject to powers of acquisition nor temporary use" is justified and amending the Order Limits to remove Class 8 land would not be proportionate, necessary or appropriate given the above, and nor would there be sufficient time in Examination to undertake a formal change application.

- 5.4 Further NGET state in [REP7-481] that the position of the Class 8 land in the draft DCO through amendments made at Revision F has been clarified and confirmed being:

5.4.1 Amendment to the definition of "Order land" to read: "means the land shown on the land plans and described in the book of reference **excluding the white land**"

5.4.2 New definition of "**white land**" that reads "**means the land uncoloured (white) and identified as 'Class 8 - Land not subject to powers of temporary acquisition nor temporary use' on the land plans and recorded as Class 8 in table 2.1 of the book of reference**"

- 5.5 NGET itself asserted, therefore, that due to the above points described in NGETs [REP7-481], "no changes to other documentation such as the draft DCO or the Book of Reference is required. The Applicant reiterates to ARU Writtle that the inclusion of the

plot as Class 8 land within the DCO is sufficient in ensuring that it is not subject to any powers of acquisition or temporary use, as clearly and explicitly stated in both the Land Plans and the Book of Reference.” On closer analysis and on the careful scrutiny required by the Prest case at common law in the sphere of compulsory purchase, the classification of Plot 8/42 is evidently not sufficient and nor is the proposed changes to Article 2(1) definitions providing for “white land” to be excluded from the Order lands.

6. Necessary amendments to the draft DCO

- 6.1 As confirmed by NGET [REP6-117] and [REP7-481] the following relevant definitions are set out in the Interpretation section of the draft DCO (Revision G) [REP7-064] set out below with the relevant extracts of the draft DCO exhibited in full at exhibit [BY1/1]:

“Order land” means the land shown on the land plans and described in the book of reference **excluding the white land**;

“Order limits” means the limits shown on the works plans within which the authorised development may be carried out;

“white land” means the land uncoloured (white) and identified as “Class 8 – Land not subject to powers of temporary acquisition nor temporary use” on the land plans and **recorded as Class 8 in table 2.1 of the book of reference**;

- 6.2 No other amendments to the draft DCO have been accepted or suggested by NGET
- 6.3 We submit that these definitions are not, as NGET assert [REP7-481], sufficient in ensuring that it cannot be subject to any powers of acquisition or temporary use.
- 6.4 Firstly the wording of Class 8 being “Land not subject to powers of **temporary acquisition** nor temporary use” cover “temporary”. The proposed addition of “temporary” before the word “acquisition” in this definition, whereby currently the wording on the Land Plan for Class 8 reads “Land not subject to powers **of acquisition** nor temporary use”, confuses and does not clarify the situation. This should remain as “acquisition” **only**, not “temporary acquisition”. This then reflects the wording of the other classes (1-6) being all just “acquisition” only with class 7 being the only temporary class. The definition of white land should therefore read:

“white land” means the land uncoloured (white) and identified as “Class 8 – Land not subject to powers **of acquisition** nor temporary use” on the land plans and recorded as Class 8 in table 2.1 of the book of reference”

- 6.5 Secondly, whilst the definitions of Order Land and white land in the draft DCO (if the future proposed amendments to the land plans to reclassify Plot 8/42 as Class 8 are made by NGET), remove Articles 24 and 25 of the draft DCO applying to Plot 8/42, removing the power of compulsory acquisition over the Order Land and therefore over

Plot 8/42, the same cannot be said for Articles 27 and 28 and the powers of temporary use.

- 6.6 The power of temporary use provided by the draft DCO to National Grid and UKPN under Articles 27 and 28 are not defined and restricted to the “Order Land”. They instead relate to “so much of the land specified in column (1) of Schedule 11”. I set out the relevant parts of Article 27 and 28 below with these being exhibited in full at exhibit [BY1/1]:

Temporary use of land by National Grid

27.—(1) National Grid may, in connection with the carrying out of the authorised development—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of Schedule 11 (land of which temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and

(ii) any other Order land;

Temporary use of land by UKPN and UKOP

28.—(1) UKPN may, in connection with the carrying out of the UKPN works—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of Schedule 11 (Land of which only temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and

(ii) any other Order land;

- 6.7 The land specified in column (1) of Schedule 11 includes Plot F-8/42, as detailed below and shown in full at exhibit [BY1/1]:

<i>(1)</i> <i>Plot number of land shown on</i> <i>Land Plan</i>	<i>(2)</i> <i>Purpose for which temporary</i> <i>possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised</i> <i>development</i>
F-7/72, F-7/75, F-7/78, F-7/80, F-7/81		
F-8/16, F-8/20, F-8/32, F-8/42, F-8/52, F-8/57, F-8/58, F-8/60, F-8/61, F-8/62, F-8/67, F-8/68, F-8/76, F-8/77, F-8/78, F-8/79, F-8/80, F-8/81, F-8/86, F-8/87, F-8/89, F-8/90, F-8/92, F-8/93, F-8/96, F-8/97, F-8/98	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

6.8 The reading of this table in connection with Articles 27 and 28 as currently drafted allows for Plot F-8/42 to be included in the land that NGET and UKPN can enter on and take temporary possession irrespective of what the Order Land definition and the Land Plans set out and notwithstanding that at CAH3 NGET publicly evidenced by its express statement that Plot 8/42 was “not needed” for the Project and the ExA publicly commenting on this apparently positive statement.

6.9 Therefore, as NGET assert and confirm that Plot F-8/42 is not necessary for the project, then Plot F-8/42 should be removed from column (1) of Schedule 11 of the draft DCO to complete what NGET has started with their amendments to the draft DCO to provide for the “removal” of Plot F-8/42 and to make sure all the amendments to the draft DCO are correctly “sufficient in ensuring that [Plot F-8/42] **is not subject to any powers of acquisition of temporary use**.” As it stands the amendments that NGET has made is not sufficient and Plot F-8/42 is subject to powers of temporary use. NGET has incompletely amended the draft DCO.

7. Necessary amendments to the Land Plans

7.1 The only amendment to the land plans that NGET have agreed to make is to colour Plot F-8/42 white from yellow reclassifying it to “Class 8 – Land not subject to powers of acquisition nor temporary use”.

7.2 As set out above the “Legend” should remain as drafted in document 2.2 Land Plans – Section F (Final Issue F) [REP7-011] to remain read “Class 8 – Land not subject to powers of acquisition nor temporary use.”

7.3 We are unclear as to whether NGET is proposing to amend the “Legend” to state “Temporary Acquisition” to match the current definition of “white land” in the draft DCO but as set out above this amendment should not be made and both the legend on the land plans and the definition of “white land” in the draft DCO should read just “acquisition” only (not “temporary acquisition”).

7.4 Notwithstanding the above ARU Writtle continue to contend as set out in ARU Writtle [REP6-134] that Plot 8/42 should be removed by means of the deletion of “8/42” from the

totality of the DCO and Book of Reference terms and in its entirety from the Land Plans red line perimeter.

8. Necessary amendments to the Book of Reference

- 8.1 As set out above the draft DCO sets out “white land” means the land uncoloured (white) and identified as “Class 8 – Land not subject to powers of temporary acquisition nor temporary use” on the land plans and recorded as Class 8 in table 2.1 of the book of reference. The Book of Reference [REP7-079] does record Class 8 as “Class 8 – Land that is not subject to powers of acquisition nor temporary use” being “uncoloured (white)”. Exhibited in full at exhibit [BY1/2]
- 8.2 However Plot F-8/42 is still recorded as being Class 7 throughout the book of reference and most notably at the table at Part 1 Section F exhibit [BY1/2]. NGET must amend the Book of Reference to make all references to Plot F-8/42 class 8.
- 8.3 As set out above the Class 8 should remain as drafted in The Book of Reference [REP7-079] to remain read “Class 8 – Land that is not subject to powers of acquisition nor temporary use.” It should not be amended to read “temporary acquisition”
- 8.4 Notwithstanding the above, ARU Writtle continue to contend as set out in ARU Writtle [REP6-134] and the witness Statement of [REDACTED] that Plot 8/42 should be removed in its entirety from the Book of Reference following the affirmation by NGET that Plot F 8/42 is not necessary for the Project.

9. Conclusion and Actions

- 9.1 The amendments by NGET to date of Deadline 8 4th August 2026 of the plans, draft DCO and the book of reference are wholly incomplete, unclear and incorrect. In light of the public affirmation by NGET at CAH 3 that Plot 8/42 was “not needed”, this remains most surprising. NGET therefore should not have and are not able to assert that “the inclusion of the plot as Class 8 land within the DCO is sufficient in ensuring that it is not subject to any powers of acquisition or temporary use” and that “no changes to other documentation such as the draft DCO or the Book of Reference is required”. That is incorrect and unsound.
- 9.2 ARU Writtle is unable, at this ‘final’ Deadline 8 submission, to fully comprehend or comment upon the final changes that NGET will make to the land plans, draft DCO and book of reference as NGET have left it too late in making these amendments, so that ARU Writtle cannot comment or review the vital amendments affecting ARU Writtle that NGET publicly committed to making prior to deadline 8 [REP6-116]. This is wholly unsatisfactory and results in ARU Writtle unfairly unable to finalise their submission nor understand where they stand with the “removal” of Plot F-8/42.

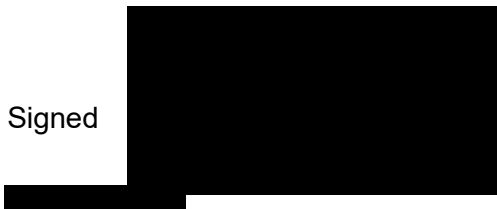
- 9.3 As at today's date, 4th August 2026, at the 'final' submission deadline for interested parties, Plot F-8/42 is still subject to compulsory acquisition and temporary use powers in complete conflict to the public statement that NGET has made that Plot F-8/42 is not necessary for the project on the 24th June 2026.
- 9.4 ARU Writtle therefore requests:
- 9.4.1 As set out in [REP6-134] Plot F-8/42 should be removed – as in, excised - from all documents including the draft DCO, Land Plans, Works Plans and the Book of Reference. ARU Writtle position on this remains;
- 9.4.2 Notwithstanding the above position at 9.4.1, the definition of "white land" in the draft DCO needs to be amended to read "means the land uncoloured (white) and identified as 'Class 8 - Land not subject to powers of acquisition nor temporary use' on the land plans and recorded as Class 8 in table 2.1 of the book of reference;
- 9.4.3 Notwithstanding the above position at 9.4.1, Plot F-8/42 needs be removed by its deletion of "8/42" from the land specified in column (1) of Schedule 11 of the draft DCO; and
- 9.4.4 Notwithstanding the above position at 9.4.1, Plot F-8/42 needs be correctly reclassified to Class 8 throughout the Book of Reference.

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I believe that the facts stated in this Witness Statement are true.

Signed

A large black rectangular box redacting the signature of the witness.

Dated 4 August 2026

BY/1-1 Extracts from draft DCO

“National Grid” means National Grid Electricity Transmission plc (registered company number 2366977);

“open access land plans” means the relevant plans listed in Part 4 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular open access land plan are to be construed accordingly;

“Openreach” means Openreach Limited (Company Number 10690039);

“operational use” occurs when the relevant part of the authorised development first transmits electricity after the date of its final commissioning—

(a) in respect of the National Grid works, at either 275 kilovolts or higher voltages; and

(b) in respect of the UKPN works, at either 230 volts or higher voltages;

“Order land” means the land shown on the land plans and described in the book of reference excluding the white land;

“Order limits” means the limits shown on the works plans within which the authorised development may be carried out;

“outline archaeological mitigation strategy and outline written scheme of investigation” means the document of that description (document 7.5) certified by the Secretary of State as the outline archaeological mitigation strategy and outline written scheme of investigation for the purposes of this Order under article 60 (certification of documents), identifying steps to mitigate predicted effects on archaeology, geo-archaeology, palaeo-environmental and historic landscape heritage assets during construction of the authorised development;

“outline code of construction practice” means the document of that description (together with its appendices) (document 7.2) certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 60 (certification of documents);

“outline construction traffic management plan” means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order under article 60 (certification of documents);

“outline employment and skills plan” means the document of that description (together with its appendices) (document 8.13) certified by the Secretary of State as the outline employment and skills plan for the purposes of this Order under article 60 (certification of documents);

“outline landscape and ecological management plan” means the document of that description (together with its appendices) (document 7.4) certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order under article 60 (certification of documents);

“outline public rights of way management plan” means the document of that description (together with its appendices) (document 7.6) certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order under article 60 (certification of documents);

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(a);

“permit scheme” means any scheme made under Part 3 of the Traffic Management Act 2004(b) as in force at the date on which this Order is made including The Traffic Management (Norfolk County Council) Permit Scheme Order 2014 (as varied by The Norfolk County Council (Traffic Management (Norfolk County Council) Permit Scheme Order 2014) (Traffic Management Act 2004) Variation Order 2015, the Traffic Management (Suffolk County Council) Permit Scheme Order 2020, The Essex County Council Permit Scheme Order 2015(c) (as varied by the Essex County Council (Permit Scheme) (Variation) Order 2015 or The Traffic Management (Thurrock Council) Permit Scheme Order 2017;

(a) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 (Part 1) to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

(b) 2004 c.18.

(c) S.I. 2015/37.

drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00958 Rev A and certified under article 60 (certification of documents);](a)

“traffic” has the same meaning as in section 329(1) of the 1980 Act;

“traffic authority” has the same meaning as in the 1984 Act;

“traffic regulation order plans” mean the plans listed in Part 6 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular traffic regulation order plan are to be construed accordingly;

“trees and hedgerows to be removed and/or managed plans” means the plans listed in Part 7 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular trees and hedgerows to be removed and/or managed plan is to be construed accordingly;

“the tribunal” means the Lands Chamber of the Upper Tribunal;

“UKOP” means United Kingdom Oil Pipelines Ltd (registered company number 00746708) and BPA as agent for United Kingdom Oil Pipelines Ltd and includes their respective successors in title and assigns;

“UKOP protective works” means those works specified in Work No. 17A and such associated development not listed within Work No. 17A as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of that Work No.;

“UKPN” means UK Power Networks Holdings Limited (registered company number 07290590) and/or its affiliate Eastern Power Networks plc (registered company number 02366906);

“UKPN works” means those works to UKPN assets or equipment forming part of the authorised development, including Work Nos. 25 to 36 and such associated development not listed within Work Nos. 25 to 36 as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of those Work Nos.;

“undertaker”—

- (a) in relation to the authorised development, means National Grid;
- (b) in relation to the UKPN works and subject to paragraph (5) of article 6 (benefit of Order), includes UKPN; and
- (c) in relation to the UKOP protective works, means UKOP.

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, rhynes, sewers and passages through which water flows except a public sewer or drain; and

[“Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling)” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00946 Rev A and certified under article 60 (certification of documents);](b)

“white land” means the land uncoloured (white) and identified as “Class 8 – Land not subject to powers of temporary acquisition nor temporary use” on the land plans and recorded as Class 8 in table 2.1 of the book of reference;

“works plans” means the plans listed in Part 8 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular works plan are to be construed accordingly.

-
- (a) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]
 - (b) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

PART 5

ACQUISITION AND POSSESSION OF LAND

Powers of acquisition

Compulsory acquisition of land

24.—(1) National Grid may acquire compulsorily so much of the Order land described in the book of reference as is required for the construction, operation and maintenance of the authorised development (including the UKPN works) or is incidental to it or required to facilitate it.

(2) UKPN may acquire compulsorily so much of the Order land described in the book of reference as is required for the construction, operation and maintenance of the UKPN works only.

Compulsory acquisition of rights

25.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily the rights, and impose the restrictions, over the Order land, described in the book of reference, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, by creating them as well as by acquiring rights and the benefits of restrictions already in existence.

(2) Subject to section 8 of the 1965 Act (other provisions as to divided land) as substituted by Schedule 10 to this Order (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land or imposes a restriction under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(3) Schedule 10 to this Order has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restriction.

(4) In any case where the acquisition of rights or the imposition of a restriction under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights or impose such restrictions to the relevant statutory undertaker; except that in respect of the UKPN works no such consent is required.

(5) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (4) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Acquisition of subsoil or airspace only

26.—(1) The undertaker may compulsorily acquire so much of, or such rights in, the subsoil of, or the airspace of, the land referred to in article 24 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired or for which rights over or under the land may be acquired under those provisions instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 37 (application of Part 1 of the 1965 Act));
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

- (c) section 153(4A)(a) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraph (2) does not prevent article 35 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

(5) Subject to paragraph (6), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part I of the 1961 Act.

(6) Compensation is not payable under paragraph (5) to any person who is a statutory undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary possession of land

Temporary use of land by National Grid

27.—(1) National Grid may, in connection with the carrying out of the authorised development—

- (a) enter on and take temporary possession of—
- (i) so much of the land specified in column (1) of Schedule 11 (land of which temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and
 - (ii) any other Order land;
- (b) remove or alter any electric line, electrical plant, electronic telecommunications apparatus, buildings, structures, pylons, apparatus, equipment, vegetation or any other thing from that land;
- (c) construct temporary or permanent works (including the provision of means of access, drainage, security fencing, storage areas structures, scaffolding, protective measures and buildings) on that land; and
- (d) in relation to temporary possession of land taken under sub-paragraph (a)(i) construct any works specified in relation to that land in column (2) of Schedule 11 or any other mitigation works and in relation to temporary possession of land taken under sub-paragraph (a)(ii) construct any of the authorised development or any other mitigation works

(2) Not less than 10 business days before entering on and taking temporary possession of land under this article, National Grid must serve notice of the intended entry on the owners and occupiers of the land.

(3) National Grid may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land referred to in paragraph (1)(a)(i), after the end of the period of 21 months beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 11, or
- (b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 21 months beginning with the date of completion of the work for which temporary possession of the land was taken unless National Grid has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) National Grid must provide the owners of any land of which temporary possession has been taken under this article with written notice of the date of completion of the works for which temporary possession was taken within 25 business days of the completion of those works.

(a) Section 153(4A) was inserted by section 200(2) of the Housing and Planning Act 2016 (c.22).

(5) Before giving up possession of land of which only temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land, National Grid must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but National Grid is not required to—

- (a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;
- (b) restore the land on which any works or mitigation works have been carried out under paragraph (1)(d);
- (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;
- (d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development;
- (e) remove any ground-strengthening works (being either works listed in Schedule 11 of this Order or other works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;
- (f) remove or reposition any apparatus belonging to statutory undertakers;
- (g) remove any drainage works; or
- (h) restore ground levels adjusted as part of the authorised development.

(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, National Grid must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but National Grid is not required to—

- (a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;
- (b) restore the land on which any mitigation works have been carried out under paragraph (1)(d);
- (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;
- (d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development;
- (e) remove any ground-strengthening works (being works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;
- (f) remove or reposition any apparatus belonging to statutory undertakers;
- (g) remove any drainage works; or
- (h) restore ground levels adjusted as part of the authorised development.

(7) National Grid must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where National Grid takes possession of land under this article, National Grid is not required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) Nothing in this article prevents National Grid from taking temporary possession more than once in relation to any land specified in paragraph (1)(a).

(13) The powers conferred by this article may, with the written consent of National Grid (which may be given subject to conditions), be exercised or used by—

- (a) UKPN, in connection with the carrying out of the UKPN works;
- (b) UKOP, in connection with the UKOP protective works; or
- (c) the LTC undertaker, in connection with the carrying out of the LTC compensatory habitat works,

and in each case this article applies as if references to National Grid were references to UKPN, UKOP or the LTC undertaker (as the case may be) and references to the authorised development were references to the UKPN works, the UKOP protective works or the LTC compensatory habitat works (as the case may be); and where National Grid has served a notice under this article in relation to any land prior to the exercise or use of those powers in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be), no further notice under this article is required to be served in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be) before exercising or using those powers to the extent contemplated by that notice.

Temporary use of land by UKPN and UKOP

28.—(1) UKPN may, in connection with the carrying out of the UKPN works—

- (a) enter on and take temporary possession of—
 - (i) so much of the land specified in column (1) of Schedule 11 (Land of which only temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and
 - (ii) any other Order land;
- (b) remove any electric line, electrical plant, buildings, structures, pylons, apparatus, equipment, vegetation or any other thing from that land;
- (c) construct temporary or permanent works (including the provision of means of access, drainage and buildings or structures on that land); and
- (d) construct any works specified in relation to that land in column (2) of Schedule 11 or any other mitigation works.

(2) Not less than 10 business days before entering on and taking temporary possession of land under this article, UKPN must serve notice of the intended entry on the owners and occupiers of the land.

(3) UKPN may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land referred to in paragraph (1)(a)(i), after the end of the period of 21 months beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 11, or
- (b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 21 months beginning with the date of completion of the work for which temporary possession of the land was taken unless UKPN has, by the end of that period, served a notice of entry under

section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) UKPN must provide the owner(s) of any land of which temporary possession has been taken under this article with written notice of the date of completion of the works for which temporary possession was taken within 25 business days of the completion of those works.

(5) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land UKPN must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but UKPN is not required to—

- (a) replace a building, structure, electric line, electrical plant or pylon removed under this article;
- (b) restore the land on which any works or mitigation have been carried out under paragraph (1)(d);
- (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; or
- (d) remove any pylons or electric lines or underground cables constructed or installed on, over, under or in that land as part of the UKPN works.

(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, UKPN must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but UKPN is not required to—

- (a) replace a building, structure, electric line, electrical plant or pylon removed under this article;
- (b) restore the land on which any mitigation has been carried out under paragraph (1)(d);
- (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; or
- (d) remove any pylons or electric lines or underground cables constructed or installed on, over, under or in that land as part of the UKPN works.

(7) UKPN must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where UKPN takes possession of land under this article, UKPN is not required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) Nothing in this article prevents—

- (a) UKPN from taking temporary possession more than once in relation to any land specified in paragraph (1)(a); or
- (b) National Grid from taking temporary possession more than once in relation to any land specified in paragraph (1)(a) of article 27.

(13) The provisions of this article apply to UKOP and the UKOP protective works as they apply to UKPN and the UKPN works, as if—

BY/1-2 Extracts from the Book of Reference

Land Use Power Sought	Colour of Plot on Land Plans	Principal Relevant DCO Article	Description of Class	Subordinate Classes
			to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land; and k. to carry out activities ancillary thereto	
Class 8 – Land that is not subject to powers of acquisition nor temporary use	Uncoloured (White)	N/A		N/A

THE NATIONAL GRID (NORWICH TO TILBURY) ORDER

Part 1: Categories 1 and 2

Book of Reference Part 1 (Section F – Chelmsford City Council and Brentwood Borough Council)							
Part 1: Names and addresses for service of each persons within Category 1 and 2 as defined in Section 57 of the Planning Act 2008							
Qualifying persons under regulation 7(1)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009							
Plot Number on Land Plans	Class of Interest or right to be acquired or power to be used – NG	Class of Interest or right to be acquired or power to be used – UKPN	Description of Land	CATEGORY 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			CATEGORY 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person is interested in the land, or (b) has power (i) to sell and convey the land, or (ii) to release the land)
				Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
F-8/40			Number not used				
F-8/41			Number not used				
F-8/42	7	0	2,895 square metres, or thereabouts, of agricultural land, college, path and overhead electricity distribution lines situated at Writtle College, Chelmsford	Writtle University College Lordship Road Writtle Chelmsford CM1 3RR Anglia Ruskin University Higher Education Corporation Bishop Hall Lane Chelmsford CM1 1SQ Writtle College Limited Anglia Ruskin University Bishop Hall Lane Chelmsford CM1 1SQ	NONE	ARU Writtle Lordship Road Writtle Chelmsford CM1 3RR Writtle University College Lordship Road Writtle Chelmsford CM1 3RR Anglia Ruskin University Higher Education Bishop Hall Lane Chelmsford CM1 1SQ (trading as ARU Writtle) Writtle College Limited Anglia Ruskin University Bishop Hall Lane Chelmsford CM1 1SQ (trading as ARU Writtle)	Victoria Anderson 1 Lordship Cottages Lordship Road Writtle Chelmsford CM1 3RP (see Part 3 for a description) Barclays Bank plc 1 Churchill Place London E14 5HP (as mortgagee to Writtle University College in respect of a legal charge dated 22 May 1997 registered under title EX768800) Catherine Ann Bowles 80 Victoria Road Writtle Chelmsford CM1 3PA (see Part 3 for a description)

**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC
FOR
A DEVELOPMENT CONSENT ORDER
PURSUANT TO SECTION 37 PLANNING ACT 2008
FOR
THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND**

PLANNING INSPECTORATE REFERENCE: EN020027

FOURTH STATEMENT

[REDACTED]

On behalf:

Interested Party Reference Number: [REDACTED]

1. BACKGROUND AND QUALIFICATION

- 1.1 My name is [REDACTED].
- 1.2 I am a qualified Chartered Rural Surveyor with in-excess of 20 years of property experience.
- 1.3 I am a Director at Savills, head of consultancy for the eastern region. I specialise in advising landowners affected by a range of different infrastructure projects from National Significant Infrastructure Projects to smaller local schemes. I have been advising ARU Writtle since 2023 in relation the Applicant's Norwich-Tilbury Project.
- 1.4 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 1.5 There is now produced and shown to me a bundle of true copy documents marked "Exhibit JK1". All references to documents in this statement are to Exhibit JK1 unless otherwise stated. References to tab numbers in this statement are to the respective tabs in Exhibit JK1 in the format JK1/[x]

2. INTRODUCTION

- 2.1 This Fourth Witness Statement provides a further statement to assist in clarifying ARU's position regarding Plot 8/29 and the application of National Grid Electricity Transmission's ("The Applicant") limits of deviation within the Rochdale Envelope.

- 2.2 At Deadline 6, ARU submitted Plan JK and supporting evidence to demonstrate that it is possible for the Applicant, within its existing Order Limits the flexibility, to locate the overhead line corridor further to the north-west than currently proposed by the Applicant.
- 2.3 The Applicant's Deadline 7 response appears to have asserted that plan as prescribing to "predetermine the final alignment" of a specific location for the pylons and conductors which is not in fact ARU's position and as was obvious from the Deadline 6 Submission made by ARU.

3. CURRENT POSITION

- 3.1 ARU Writtle is not seeking to micro-site the overhead line itself, nor is it seeking to determine the final detailed design of the pylons or conductors. ARU is seeking to limit the extent of the degree of flexibility in the space of the proposed Rochdale Envelope within which the overhead line may be located within the Order Limits that affect ARU Writtle land whilst maintaining the Envelope to the West of the ARU Writtle paddocks 37 and 38.
- 3.2 The purpose of the proposed Protective Provision is to ensure that the flexibility afforded by the Rochdale Envelope is adopted in a way that minimises the impacts on ARU Writtle's operations as an educational facilitate whilst aligning with the Code on microshocks that states it is good routing practice to avoid oversailing school land.
- 3.3 ARU Writtle accepts that the Applicant has proposed a Rochdale Envelope that connotes a spatial envelope anywhere inside of which the Applicant may situated its pylons and linking cables. However, where that flexibility can be maintained and to lesser degree to ensure materially reduced impacts on ARU Writtle's 's operations, without preventing delivery of the Project, such limitation on the maintained flexibility evidently represents a proportionate and less intrusive outcome for all, as well as actual compliance with the Code by NGET.
- 3.4 The attached Plan 1 [JK1/1] identifies co-ordinates TL65840685 and TL66040690 together with a dashed red line along the existing fence line. The plan also identifies the field numbers of each paddock.
- 3.5 On the ground, the situation of TL65840685 is located where the western end of the fence line meets the Newney Green Lane highway and so can be practically identified.
- 3.6 On the ground, the situation of TL66040690 is located at the centre of the gateway into field 40 and so can be practically identified also.

- 3.6 The attached Plan 2 **[JK1/2]** identifies the area of land affected by the overhead line and oversail within the Order Limits being Plot 8/29 and Plot 8/37 together with the coordinates from Plan 1 **[JK1/1]** for ease of reference.
- 3.7 The objective is to avoid oversailing of Fields 37, 38 and some but not all of 39 (Plot 8/29 and Plot 8/37) whilst accepting that a limited extent of oversailing may remain over a small north-western corner of Field 39 (part of Plot 8/29). And so avoid microshocks to horses and consequential injury and harm risk to children and students of the College as well as avoid habituating the 90 strong horse herd to avoidance behaviours in parts of the College.
- 3.7 The plan **[JK1/2]** is not intended to show the location of the overhead line. It is to demonstrate spatial flexibility remains in the Envelope space within the Order Limits to accommodate the future final line alignment as it passes from TB166, 165 and 164 further north-west and away from paddocks 37, 38 as well as avoiding the majority of paddock 39.
- 3.8 This proposed Protective Provisions maintain flexibility for the purpose of the overhead lines of the NSIP within the Order Limits to locate the cable simultaneously without needing to oversail ARU Writtle's school land South of and between the notional lines between Grid coordinates TL65840685 and TL66040690 as marked on Plan 2 **[JK1/2]** by a red line between two "x"s. The plans **[JK1/1]**, **[JK1/2]** demonstrate there remains a reasonable degree of space within the existing Order Limits through which mere cables lines can pass and associated oversail can be accommodated while fully avoiding Fields 37 and 38.
- 4. PLOT 8/42**
- 4.1 The Applicant expressly confirmed at CAH3 that Plot 8/42 would be marked as Class 8, as it is not required for, nor serves any purpose in relation to the proposed Project.
- 4.2 This matter still remains unresolved at Deadline 8. Plot 8/42 is still showing coloured yellow on Section F Sheet 8 of the Land Plans. It is important that it is not overlooked by the Applicant and the issue is straightforward CAD exercise to delete from the relevant drawing layer and capable of being rectified without difficulty at all. Indeed, it is odd that the Key has been amended to add Class 8 but that the Plot 8/42 remains coloured yellow.
- 4.3 Under the relevant provisions of the Planning Act 2008 following the close of hearings and prior to the determination of consent, allows for the amendment of plans. Therefore the Applicant has ample time to make this amendment. Accordingly, there is no procedural barrier preventing the correction from being made at this stage.

- 4.4 Due to the ease of the amendment of electronic drawings in this Century, Plot 8/42 should simply be removed/deleted from the Order Limits in whole, with the adjoining ends of the remaining red line connected accordingly by electronic connection on the relevant drawing. This is a small *reduction* in the extent of the Order red line area and not an increase that may call for a Change Request. This is a straightforward drafting exercise and would ensure that, in the future, there are no unnecessary Order Limits stated in the proposed DCO statutory instrument applying to and in future burdening in any way the ARU Writtle campus.
- 4.5 It is therefore misguided for the Applicant to suggest that a formal change request is required to decrease by a small extent the extent of the red line area of the whole DCO between Norwich and Tilbury. The purpose of a change request is generally to facilitate an *increase or expansion* of Order Limits and hence the requirement for consultation. In this instance, the request seeks only to reduce the extent of the Order Limits by removing land that the Applicant has already acknowledged is not required for, nor for the purposes of, the NSIP Project
- 4.6 I find the Applicant's intransigence on this matter wholly surprising, given the real simplicity of the amendment required on the electronic drawings. The amendment is simple, proportionate and readily achievable – if NGET chooses to apply its mind to this. In practical terms, it requires little more than the technician deleting the relevant boundary line around Plot 8/42 on the relevant layer of drawings in which the red line sits, amendment of the connecting red line, and the associated plans will be updated accordingly as the latest plans that would (if the DC is granted) be lodged by the Secretary of State in due course.

5. **SUMMARY AND CONCLUSION AS AT DEADLINE 8 (4 AUGUST 2026)**

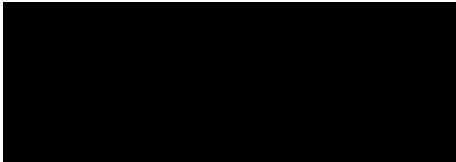
- 5.1 In light of the above, it is my view;
- a. The restriction of some flexibility in the Order Limits, as stated above, represents the least intrusive approach yet still provides the Applicant with sufficient space and design flexibility for the Project. It is consistent with the objective of minimising interference to affected parties and avoids and reduces actual electrical impacts on ARU's operational land and its horses and students with consequential harms.
 - b. Given the Applicant's own public confirmation at CAH 3 that Plot 8/42 is not needed and serves no purpose, and would be rendered uncoloured by NGET, there appears to be no reasonable nor rational justification for retaining it within the Order Limits at all. Furthermore, there is no procedural barrier preventing the correction from being made and the Applicant should ensure that the unnecessary inclusion of Plot 8/42 is removed from the final Order.

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I believe that the facts stated in this Witness Statement are true.

Signed




Dated 4th August 2026

EXHIBIT JK1/1

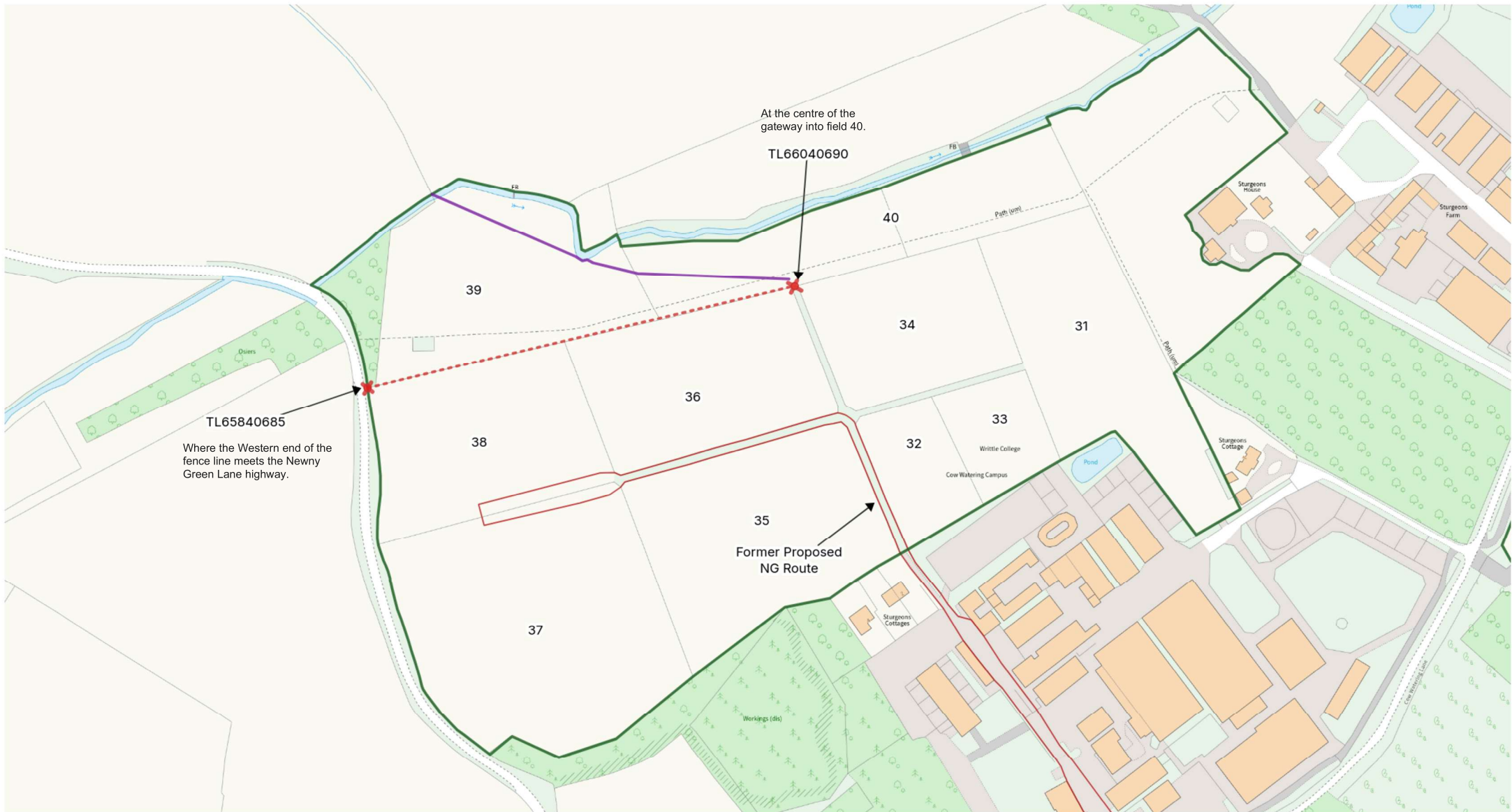
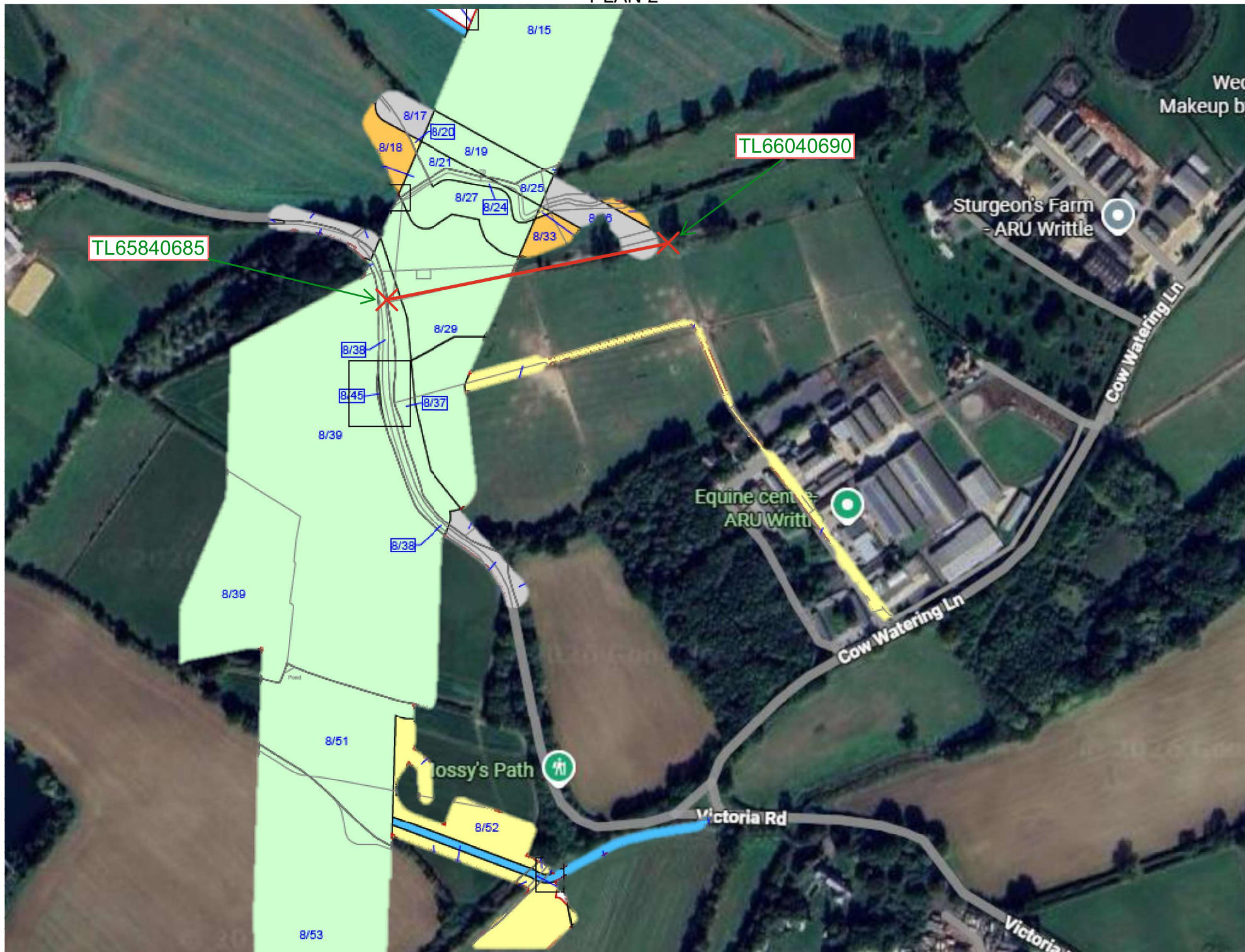


EXHIBIT JK1/2



**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC
FOR
A DEVELOPMENT CONSENT ORDER
PURSUANT TO SECTION 37 PLANNING ACT 2008
FOR
THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND

PLANNING INSPECTORATE REFERENCE: EN020027**

THIRD WITNESS STATEMENT

[REDACTED]

On behalf:

Interested Party Reference Number: [REDACTED]

1. BACKGROUND AND QUALIFICATION

1.1 My name is [REDACTED].

1.2 I am Head of Legal for Anglia Ruskin University ("**ARU**"). In my role, I advise my colleagues regarding legal matters relating to ARU. For the purposes of this witness statement, references to ARU include Writtle College Limited ("**WCL**")

1.3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

1.4 There is now produced and shown to me a bundle of true copy documents marked "Exhibit MLP1". All references to documents in this statement are to Exhibit MLP1 unless otherwise stated. References to tab numbers in this statement are to the respective tabs in Exhibit MLP1 in the format MLP1/[x]

2. INTRODUCTION

2.1 Since my Witness Statement submitted with ARU's Deadline 6 CAH 3 Submissions and particular evidence in support, National Grid ("**NGET**") has changed its draft development consent order ("**DCO**") terms in its Deadline 6 Submission; has not adduced any further evidence but persists in asserting that others are making assertions when in fact it remains NGET that continues to make assertions; has asserted for the very first

time that its cable stringing of overhead lines will take longer than 2 hours; and remains unable to actually evidence matters in the vicinity of ARU Writtle because NGET is not in a position to know that evidence unless and until it actually appoints a Main Contractor. To date of Deadline 8, NGET can only assert about what may or may not occur in the vicinity of ARU. Simultaneously, ARU remains a subsisting operational establishment for Further and Higher Education of national importance.

2.2 This third witness statement describes ARU's engagement with "UKPN" in respect of ARU Writtle in respect of the proposed development by NGET under the proposed NGET (Norwich To Tilbury) Order.

2.3 My evidence should be read with the other witness statements and evidence submitted by ARU, including my first witness statement regarding ARU's continued engagement with NGET to raise our concerns in respect of NGET's proposal for a new proposed access road through the ARU Writtle Campus and my second witness statement regarding the current position being taken by NGET and our engagement with Essex County Council.

NGET's persistent reliance on the term: "assertion"

2.4 I have noted throughout the Examination period repeated references to, and reliance by NGET, on the term "assertions" in response to ARU sworn evidence as an apparent NGET device by which NGET seeks to suggest that our real and important concerns can be sidestepped by the ExA and Secretary of State *because* of their (mis)characterisation by NGET of evidenced concerns as "assertions". NGET's responses are mendacious in this respect. In fact, throughout, ARU has properly provided sworn and detailed evidence to the ExA and Secretary of State, with cogent detailed submissions, such that none of its concerns can be labelled as mere "assertions". They are not assertions. They are facts and they include expert opinions based on facts, research and particular ARU experience.

2.5 I am surprised that NGET descends to rely on the contention that ARU is "asserting" its concerns and this is quite wrong. In fact, as the ExA and Secretary of State will see from ARU's evidence, in the context of an examination that is primarily examined by means of written representations and where an evaluation of that evidence will be required to be carried out by the ExA and by the Secretary of State, that ARU has consistently evidenced its concerns with sworn evidence, with particular expert evidence, and with detailed evidence. None of that evidence has been rebutted by the (mere) written representations of NGET. It is clearly the position, in fact, that NGET has no real or evidenced answer to ARU's concerns. Indeed, the ExA itself has had to issue Further Information request to NGET to encourage it to address ARU's concerns. Instead, and in response, NGET's responses obfuscate and distract from the issues and fail to grapple with the concerns of ARU.

- 2.6 The most recent examples of NGET's misplaced reliance on the term "assertions" appear in NGET's **[REP7-481] Appendix F**, in which NGET itself "asserts" that ARU's proposals are not justified (when they are evidenced as actually justified); are not necessary (when they are evidenced as actually necessary); are not proportionate (when they most demonstrably are), and are not "appropriate" (when, notwithstanding "appropriate" is not a legal test, the supporting written submissions explain why they are wholly appropriate).
- 2.7 By contrast, when set against ARU's evidenced concerns, NGET's responses appear merely rhetorical and distil to a mere unevidenced disagreement by NGET.
- 2.8 Given NGET's persistent position that ARU is merely asserting its concerns, I have summarised the current position below by reference to ARU's submitted sworn evidence (that remains unrebutted by NGET evidence), and request that the ExA and Secretary of State reads ARU's sworn evidence base in conjunction with this Witness Statement.

NGET DEADLINE 6 [REP7-481] – APPENDIX F

- 2.9 I now respond to matters in the **[REP7-481]** of NGET that was submitted in light of the above.

"UKPN"

- 2.10 On page F11 of its **[REP7-481] Appendix F**, NGET makes representations purportedly on behalf of "UKPN". I address this below under "Engagement with UKPN"

Plot 8/42

- 2.11 NGET responded in its **[REP7-481]** in relation to Plot 8/42 and to the ARU Deadline 6 Submission and its particular evidence. In paragraphs F.2.1-F.2.8, NGET attempts to grapple with its premature inclusion in its DCO submitted on the 29th August 2025 that, belatedly at CAH3, it properly recognised that the inclusion of that Plot 8/42 in its Application draft DCO was a mistake. It was a mistake because it should never have been included in the first place by NGET and evidences the absence of engagement by NGET with ARU before it submitted its Application. NGET properly withdrew its own *asserted* need for Plot 8/42 only after ARU itself had discussed with the Highway Authority the misconceived traffic conflict situation proposed by NGET. That discussion could have been had by NGET with that Highway Authority before 29th August 2025. But it was not.
- 2.12 NGET has now expressly stated in **[REP 7-481] Appendix F**, paragraphs F.2.4 that "plot 8/42 is no longer necessary for the Project"; and F.2.8 that plot 8/42 "is not subject to any powers of acquisition or temporary use, as clearly and explicitly stated in both the Land Plans and the Book of Reference". Somewhat surprisingly, it remains the case as at 4th August 2026 that Land Plans, Section F, Sheet 8 (amendment F, "For deadline seven", that is, after Deadline 6 and after the *assertion* by NGET to the ExA that it would show

Plot 8/42 as uncoloured) for the first time includes an uncoloured box entitled “Class 8 – Land not subject to powers of acquisition nor temporary use” and yet simultaneously *continues* to show as coloured yellow the extent of Plot 8/42 inside of the ARU Educational Establishment.

- 2.13 NGET further asserts in paragraph F.2.6, bullet 3, that “amending the Order limits to remove Class 8 land would not be proportionate, necessary or appropriate” and further asserts “nor would there be sufficient time in Examination to undertake a formal change application”. I am surprised too by these assertions by NGET. Firstly, NGET has already accepted in its previous representation 8.8.1.1 Addendum to Applicant's Comments on Written Representations [REP3-073] that, as in *Kent County Council v Secretary of State for the Environment (1977) 33 P&CR 70* relied on by ARU from the outset, the Secretary of State has the power under the Planning Act 2008 to grant up to as much of the extent of the red outlined area as has been applied for and may reduce the extent of that line in his granting of development consent. I am advised and understand that section 117 of that Act applies to orders granting development consent at such time in due course as the Secretary of State comes to consider his discretion to grant or to refuse consent. Under section 117(6) the Secretary of State must deposit in the office of the Clerk of the Parliaments: “b) the *latest* version of any plan supplied by the applicant in connection with the application for the order contained in the instrument”. There is nothing in that provision that confines “latest” to exclusively the version of a plan published during the 6 month examination period.
- 2.14 Secondly, ARU has not suggested that all uncoloured land results in reduction of the red line out of land over the whole scheme. ARU maintains that, since NGET and its computer technicians obdurately refuse to do so themselves, instead and as he empowered to do, the Secretary of State should correct the plans to delete the whole of the L-shaped finger of red outlined land identified as “Plot 8/42” from all plans accompanying the DCO. I am further advised and understand that section 156(1) of the Planning Act 2008 provides that: “If an order granting development consent is made *in respect of any land*, the order *has effect for the benefit* of the land and all persons for the time being interested in the land.” The inclusion of the Plot 8/42 area owned by ARU in the Order results in ARU being subject to the DCO in relation to our Educational Establishment, which would create confusion for future land management of ARU Writtle’s site.
- 2.15 Thirdly, I am further advised and understand that section 156(2) of the Act provides that: “Subsection (1) is subject to subsection (3) and any contrary provision made in the order.” It seems that NGET has in its Deadline 6 Submissions included a July 2026 version of the draft DCO that amends the current draft by changing the definition of “Order Land” by the addition of the words: “excluding the white land”; and adding a new definition of “white land” that means: “the land uncoloured (white) and identified as “Class 8 – Land

not subject to powers of temporary acquisition nor temporary use” on the land plans and recorded as Class 8 in table 2.1 of the book of reference”. This results in a convoluted paper chase between different documents for any third party viewing the order (if made). As I have referred to above, in fact, the “land plans” continue at this Deadline 8 date 4th August 2026 to show coloured yellow Plot 8/42 and it is not shown as “white land”. Further, the definition of “works plans” does not exclude Plot 8/42 either. Taken together, NGET’s somewhat tortured approach to simply delete Plot 8/42 remains surprising, chaotic, and obdurate, so as to evidence the real need for the ExA (and Secretary of State) to step in and resolve the matter.

- 2.16 To that end, ARU has already submitted at Deadline 6 the witness statement of [REDACTED] who has helpfully set out the locations in the documents where Plot 8/42 appears and has struck through that Plot. Noting that NGET has made a large number of tracked changes to its July 2026 draft DCO, it is surprising (again) that it does not simply also press “delete” each time Plot “8/42” appears in the Order (as it continues to) and in the certified book of reference. ARU has no comment to make in respect of “uncoloured land” elsewhere in NGET’s proposed DCO but it is quite wrong and absurd for NGET to tar ARU with NGET’s own approach elsewhere and then for NGET to rely on its own alternative approach as asserted justification for not merely deleting “Plot 8/42” from the face of the draft Order. And, from simply deleting the L-shaped red outlined area of Plot 8/42 from Section F, Sheet 8 of the Land Plans (and with the resulting removal of the same from other electronic drawing layers including the Works Plans).
- 2.17 ARU respectfully requests that the ExA Recommend the simple deletion of Plot 8/42 by means of tracked changes from the draft DCO by the Secretary of State and from the original electronic version of all Section F, Sheet 8 (before their lodging) because NGET has evidenced that, obdurately, it refuses to do so itself and ARU has no access to these electronic documents whereas the Secretary of State will have, or can ensure, his access, in order to reflect the correct and agreed position by NGET that plot 8/42 is no longer necessary for the Project.

Ensuring Safe Traffic Management of Cow Watering Lane Mixed Traffic during NGET Diversion(s)

- 2.18 To confirm, ARU’s concerns relate to *diversion* of traffic along the Lane, not to *works in* the Lane. ARU has provided detailed and expert evidence of the significant risk to children, students, colleagues and horses currently daily crossing Cow Watering Lane from one part of the ARU Equine Facility to the other. By contrast, NGET has provided no actual evidence nor expert evidence at all to rebut this highly persuasive material and instead it relies on rhetoric and mere assertion. As The ExA will appreciate, sadly people and horses do get injured or killed from collisions with vehicular traffic. Hence, ARU itself takes seriously its own responsibilities in running an Educational Establishment that straddles a highway.

- 2.19 On page F11 of its **[REP7-481] Appendix F**, NGET asserts that “existing control measures are in place” as part of a “Permit Scheme” under Article 12 of the draft DCO with the Highway Authority, and relies on the Main Contractor who remains to be appointed. “Permit scheme” is defined in the draft DCO to mean particular statutory instruments, none of which NGET has identified as ensuring *in respect of diverted traffic along Cow Watering Lane* there would be no conflict between children, young persons, horses and colleagues on the one hand, and NGET’s anticipated construction vehicles on the other. Such schemes appear to relate to actual works in a particular street and not to diverted traffic potentially far from works. Article 12 refers to Part 3 and Article 11(1) confines the relevant streets to be those in Schedule 5. Article 11(2) refers to “other streets”. But section 48(3) of the New Roads and Street Works Act 1991 defines “street works” and I do not understand why NGET envisages any street *works* in Cow Watering Lane. I reasonably conclude that, again, NGET is merely asserting a position and hoping that the ExA make no further enquiries to ascertain the facts. Further, NGET has not appointed a Main Contractor and refuses to ensure that such a Contractor will ensure during diversion the subsisting safe passage of the mixed vulnerable traffic along part of Cow Watering Lane. At its highest, NGET *hopes* that the Contractor could include measures at the crossing point on the Lane by that mixed traffic.
- 2.20 I have seen no evidence of a highway safety audit of any kind carried out by NGET in relation to Cow Watering Lane either. I reasonably conclude that NGET merely asserts its views in respect of safe use of the Lane. ARU takes its responsibilities to others seriously; ARU cannot therefore rely on the mere assertions of NGET in respect of ARU itself ensuring the subsisting safe crossing by children, students, colleagues and horses simultaneously with NGET’s proposed long term construction project.
- 2.21 As with its approach to the simple deletion of the letters “8/42” from the face of the draft Order and book of reference, and simple deletion of a red line and colouration around one sheet layer of one section of a set of proposed plans, NGET obdurately refuses the simple solution of ARU to the ongoing safe operation of its Educational Establishment and instead asserts a convoluted and ultimately empty response to the real and serious concerns of ARU to highway safety, all of which have been actually evidenced by my colleagues and our experts as per ARU Writtle’s submissions and to which NGET have provided no rebuttal *evidence* at all.
- 2.22 I refer the ExA and Secretary of State to the cogent, considered, evidenced and careful expert evidence of ████████ of KMC Transport and his further expert evidence in this Deadline 8 Submission by ARU. He has considerable experience of the application of DCOs in respect of their transport provisions in the real world, in particular, as part of the Sizewell B Nuclear Power Station DCO Transport Review Committee. He continues to bring that considerable expertise and experience to the situation of ARU in respect of NGET’s proposed DCO for an overhead cable electricity line. ████████ expertly and strongly recommends the imposition (necessary either as a requirement) as is requested

by ARU to be Recommended by the ExA and in turn by the Secretary of State of an express framework by which – whomsoever may or may not be involved in safety matters in future and for such applicable period as the Main Contractor might or might not desire a diversion under Article 16 of the draft DCO – the subsisting highway crossing safety *status quo* can be ensured.

Avoiding NGET Scaffolding Ground Compression Sterilising ARU Paddock Land for c.1.5 Academic Years

- 2.23 Understandably for a subsisting nationally important Educational Establishment, ARU seeks to minimise the extent of paddock ground surfaces whose actual use by its horse herd would be precluded for some 18 months (i.e. 1 and ½ academic years) as a result of NGET compressing their surfaces with its temporary scaffolding structures for (it is now asserted by NGET) some 12 weeks or 3 months at most. To my mind, NGET is using a sledgehammer (of paddock 18 month sterilisation) to crack a 3 month nut, merely arising from NGET's desire of *how* it would exercise minimal highway user impacts for a relatively short period of cable stringing between two new pylons at the Western end of ARU's Establishment by a yet-to-be appointed Main Contractor. NGET's heavy-handed and disproportionate approach to ARU's subsisting nationally important Educational Establishment is clear and remains surprising for an organisation national in nature.
- 2.24 ARU has provided sworn expert, detailed and cogent evidence relating to the compression of paddock ground surfaces resulting from the standing of scaffolding structure on the ground (and of heavy vehicles traversing the ground surface), together with the resulting real risks of injury to, and potential death of, horses from the herd of our circa 90 horses living at ARU Writtle's Equine Facility, who use daily the affected paddocks. ARU has further provided sworn evidence of the real and extended actual period of time that in its experience the ground surface of its paddocks required for the necessary ground surface quality to recover to ensure the sustaining without injury of the toing and froing of the ARU horse in the paddocks areas. By contrast, NGET has provided no actual evidence nor expert evidence at all to rebut the highly persuasive detailed material of ARU and instead NGET relies on rhetoric and mere assertion to side step or downplay these safety matters and on hopes (but no more) of the actions that its 'yet to be appointed' Main Contractor may or may not take minimise the impacts on ARU. ARU has experience of horses being injured and killed from paddock ground conditions not safe for them to traverse. Hence, ARU itself takes seriously its own responsibilities in running an Educational Establishment that safely hosts a herd of circa 90 horses.
- 2.25 On page F10 of its **[REP 7-481] Appendix F**, NGET asserts that the Highway Authority has "ruled out" "Option 3" of three options. Firstly, the three options were proposed by ARU and not by NGET or the Authority, and notwithstanding that NGET failed to address its mind to ARU's particular situation until about mid-way through the Examination Period and despite NGET having first applied for its DCO on 29th August 2025. Secondly, it is

incorrect and misleading of NGET to assert to the ExA and Secretary of State that the Authority has “ruled out” Option 3. The Highway Authority is not empowered to “rule out” Option 3. The draft DCO includes an express power under Article 16(1) that would entitle NGET itself (not the Highway Authority) to temporarily close Newney Green Lane for such period as NGET (not the Highway Authority) wishes. That Authority is not the empowered under Article 16(1) of the draft DCO to dictate NGET’s proposed DCO highway situation nor at any point along the overhead line under that power. Nor has the Authority been able to express an informed view in any event on Option 3 because only after Deadline 6 and included with this Deadline 8 Submission by ARU has ARU submitted traffic flow evidence of Newney Green Lane showing the minimal level of actual use of that highway by users. Therefore, it remains clear to me that NGET is obfuscating the proposal by ARU to avoid scaffolding use and to simply close the highway, and that NGET is obdurately refusing to enable ongoing safe operation of ARU’s existing Educational Establishment.

- 2.26 In a meeting convened on 4th March 2026 by ARU with NGET and its representatives in respect of the previous asserted need by NGET for perpetual access along Plot 8/42 towards the proposed electricity overhead lines, NGET was very clear that it envisaged the overhead cables would be carried in a roll on the back of a quad bike and would only need 1 or 2 days for their stringing operation. Further, NGET has not let a contract to a main contractor and so continues to merely assert in relation to Option 3 that it would take “12 weeks” to situate cables between the *two* pylons forming the corner at the North-West part of ARU. It is difficult to see how it could take 12 weeks to string overhead lines between *two* pylons only (TB164-165), or, at most, between the three (TB166-TB164) making up the particular straight line part of the overhead line immediately West over ARU. NGET has submitted no evidence as to how long it actually takes to string a single span between two pylons or the whole pylon line of the NSIP from Norwich to Tilbury nor evidence to show it could string between two pylons in a given case, and there is nothing to suggest that in fact it could not string between two pylons.
- 2.27 ARU has proposed, and continues to propose, the *elimination* of scaffolding from its paddock land because, in reality, it remains not *necessary* (due to the existence of Article 16(1) of the draft DCO) for the purposes of the nationally significant infrastructure project itself. By contrast, NGET relies on a mere preference in relation to *how* it may *use* with other powers under Article 16 that particular power Article 16(1) and expresses assertively on behalf of a yet-to-be appointed Main Contractor a desire to not temporarily close the Newney Green Lane highway for a temporary period for a nationally significant infrastructure project. The evidence for the absence of need remains the clear terms of the particular power under Article 16(1) of the NGET draft DCO and the ongoing absence of a Main Contractor evidencing that it cannot rely on that power and instead requiring *no* temporary road closure. ARU has provided clear reasons in its Deadline 6 Submissions that the *evidence* of the existence of this particular power of temporary closure in respect of the particular Newney Green Lane highway means that NGET can

have no need in respect of the statutory purpose of the section 16(1) Planning Act 2008 *NSIP* for electric lines above ground to close for the lifting of those lines. By contrast, NGET merely asserts a preference to not close for a short period temporarily the highway in reliance of different powers under Article 16(4) of the draft DCO and the highway authority's theoretical view in respect of those powers (but that does not apply under Article 16(1)).

- 2.28 The belated assertion by NGET on page F10 of its **[REP-7-481] Appendix F**, in which it raises for the very first time at Deadline 6 that: the Newney Green Lane highway includes a National Cycle Route 1"; and actually "asserts" the Lane to be "popular" for walking and cycling; adds nothing to its desires because the Lane is already able to be used all highway users including cycles and pedestrians. Further, the NGET assertion relates to *how* it (or its Main Contractor) may exercise the power in Article 16(1) of its draft DCO and not to the *fact* that it would *have* that power by which to *avoid* compressing the paddock land of ARU *per se* from scaffolding such that the compulsory use of ARU land for scaffolding cannot be concluded to be necessary, let alone *clearly* necessary.
- 2.29 Furthermore, as [REDACTED] expert evidence shows, a temporary closure results in no more than highway users diverting earlier in their journeys and taking for a short period a different highway route.
- 2.30 It is clear to me that, whilst NGET would actually have the particular Article 16(1) power by which to actually close Newney Green Lane highway to traffic during such period of closure that its Main Contract might or might not need to enable placement of electrical lines onto the highway as part of its stringing process between two pylons of the overhead electrical lines, and that NGET has evidenced that it would rely on that power to temporarily close Newney Green Lane for a period, instead of actually closing the Lane for the whole of the period its Main Contractor may need for stringing two pylons West of ARU, NGET continues to merely choose to not exercise that power to that further temporary period. That is, NGET accepts it *would have* an actual proposed power that would be available but simultaneously contends that it would not *exercise* that power in a way to avoid actual impacts on ARU ongoing operations on ARU's land.
- 2.31 NGET's obdurate and unevidenced asserted stance *evidences* the need for a protective provision (or a requirement on the same basis) whose outcome would ensure ARU paddock land would not be sterilised for an extended period (and so would avoid impacts on ongoing education of children and students), whilst simultaneously, such a protective provision (or requirement) would ensure that reliance would be placed on Article 16(1) to ensure the stringing of lines between two pylons.

Indentation of the Rochdale Envelope in line with NGET's Limits of Deviation

- 2.32 It is wrong and misleading to the ExA and Secretary of State for NGET to assert at page F5 of its **[REP7-481], Appendix F**, that ARU is proposing by its proposed protective

provision (or requirement to like effect) that “a bespoke protective provision ... would *predetermine the final alignment* by excluding particular paddock areas from Part V [of the draft DCO]. ARU’s proposed protective provision could not “predetermine” the “final alignment” of the overhead electric lines, has not sought to and would not seek to. ARU is surprised at such the misconceived and misleading assertion advanced by NGET. Evidently, NGET is plainly wrong.

- 2.33 Understandably, ARU is concerned to ensure that the *permanent* disruption to the actual use of its paddock land by its herd of 90 horses, its children and students, and colleagues resulting from electric micro-shocks engendered by NGET’s new overhead electric lines. Equally understandably, ARU is entitled to point to the Code Guidance of the Department of the consenting Secretary of State that itself advises that, the means by which new power lines “where reasonably practicable” are avoided over school land is *by* “existing good line-routing practice” that will “normally” ensure no issue arises in micro-shocks in relation to school land by means of actually “*avoiding*” traversing school land. The Code is equally clear that only if a “new line” over a school is “unavoidable” does the reduced micro-shock field become relevant as a mitigation measure.
- 2.34 It is clear that NGET’s proposed reliance on raising cables simultaneously routing them over ARU’s school land is evidently contrary to “good line routing practice” and is contrary to the Department’s advice and policy, and is contrary to the Department’s Code. ARU remains surprised that NGET – as a national transmission operator – is unable to either see that it is acting contrary to good line routing practice, contrary to the Code, and contrary to the Department’s policy of that that Department regards as “reasonably practicable” and how that outcome is normally achieved.
- 2.35 ARU has provided sworn expert, detailed and cogent evidence relating to the foreseeable micro-shock effects on the circa 90 strong horse herd of ARU, and resulting real risks to its children, students, and colleagues, and of risk of injury to horses, riders and handlers in and daily using the affected paddocks. ARU has further provided sworn evidence of the real and permanent period of this proposed situation. By contrast, NGET has provided no actual evidence nor expert evidence at all to rebut the highly persuasive detailed material of ARU and instead NGET relies on rhetoric and mere assertion to side step or downplay these safety matters. Through our detailed submissions to date, ARU has strongly evidenced the experience of horses acting unpredictably from being micro-shocks expressly recognised by the Department’s Code, even if ignored by NGET. Hence, like the Department, ARU itself takes seriously its own responsibilities in running an Educational Establishment that safely hosts a herd of circa 90 horses and circa 500 equine students (including children, and rising to circa 600 equine students from September 2026) who are currently not exposed to micro-shocks from overhead electrical lines over the school Educational Establishment.

- 2.36 To avoid further obviation and misleading characterisations by NGET of what ARU is seeking to ensure and by the outcome of what practical means, ARU provides further plans and witness evidence of [REDACTED], an expert agricultural surveyor of Savills with this Deadline 8 submission.

The Paddocks Protective Provision

- 2.37 ARU submitted at Deadline 6 evidence and plans to show how, simultaneously, the permanent adverse effect of new pylons over its Educational Establishment land in fact could be avoided and in line with good routing practice or minimised if “unavoidable”.
- 2.38 For convenience, and to firmly rebut (with further evidence) the NGET misleading assertion at page F5 of its **[REP7-481], Appendix F** document, of “predetermination” by ARU of the “final alignment” of the actual line of the nationally significant infrastructure project overhead lines, I refer to the witness statement of [REDACTED] and to the following plans, as well as to the draft DCO terms.
- 2.39 I refer to Plan 1 [MLP1/1], entitled “Writtle University College Estate: Fields” that shows the layout and use of the open paddock areas of ARU Writtle. The manuscript blue lines encircling various field and part of the key are not immediately relevant, save that the two blue lines encompassing areas: a) in the Western part of ARU, showing the paddocks immediately East of Newney Green Lane; and b) South of Cow Watering Lane showing the actual straddling of Cow Watering Lane by the single ARU Facility; and hence why the traffic measures proposed above remain evidenced and necessary in the event of diverted traffic along that Cow Watering Lane.
- 2.40 The paddocks adjacent to Newney Green Lane are paddocks identified by numbers 37, 38 and 39, and there is an agricultural field to the North identified as “1”. There is a straight line on the North edge of paddock 38 that extends Eastwards along the North edge of paddocks 36 and 34. For completeness: there is a straightline between paddocks 37 and 38, 35 and 36, and 32 and 34 that is the location of what is called “Plot 8/32”; and paddocks 39 and 40 are situated immediately South of the stream/river, and paddock 41 is situated on the opposite side of the stream/river, and these particular paddocks are not relevant to NGET proposals but instead are potentially affected by “UKPN” works.
- 2.41 It can be seen from Plan 1 [MLP1/1] that the Educational Establishment of ARU operates both from a cluster of buildings and also from areas of outside paddocks integral to the particular school land use of ARU.
- 2.42 Plan 2 [MLP1/2], entitled “Overlay Plots on ARU Land” is a diagram that shows the Land Plans plots applied to an aerial photograph of ARU land. The yellow linear area is that identified as “Plot 8/42” and is the existing accessway running between paddocks 37 and 38, 35 and 36, and 32 and 34, and the edges and corners of the paddocks can be discerned by light brown areas of worn grass, and also by the hedgelines.

- 2.43 Plan 2 [MLP1/2] also shows the edges of Newney Green Lane identified itself as “Plot 8/38”, and a “Plot 8/29 that appears to comprise both paddocks 37 and 38 appears and is separated from Plot 8/38 by an intervening linear area of roadside waste identified as “Plot 8/37”. Further, West of Newney Green Lane can be seen “Plot 8/39” that (with “Plot 8/45”) occupies the whole of the area of land opposite the ARU land to the West of that Lane. Further North, the further Plots identified as “8/27”, “8/21”, “8/19”, and “8/15”, complete the particular Plot jigsaw to the West and North-West of ARU.
- 2.44 Plan 2 [MLP1/2] shows that all of the Plots referred to are coloured a light green. The shape of the light green area in this location shows a linear part and parts where bulges occur. The outermost Western and Eastern edges of the linear shapes coloured green correspond to the position of the Western and Eastern orange dashed lines shown on the Works Plans as “Limits of Deviation: overhead lines” and in between which lines the Works Plans identifies by a purple line a “Proposed overhead line”. (It is also relevant to note that in this location, the straightline pylons TB164-TB165-TB166 are only short run of cable before a turn at TB164 and TB166). The outermost extent of the linear parts also correspond with what the draft DCO evidences today and describes in Article 2(1) “Order limits” to mean: “the limits shown on the works plans *within which* the authorised development *may be carried out*”. Further, “authorised development” is defined by that Article to mean: the development described in Schedule 1 (authorized development), and any other development authorised by this Order, which is development within the meaning of section 32 of the 2008 Act”. Within Schedule 1, Works No. 17 provides for an overhead line to pass from North to South along the light green coloured land shown on Plan 2 [MLP1/2] within the *extent of the* linear area shown on Plan 2 and referred to above. Furthermore, Article 3(1) evidences that NGET is to be authorized to carry out the authorized development, and Article 5 provides for “Limits of Deviation”. The Limits of Deviation provision evidences today, and would empower NGET to: “deviate from the lines or situations shown on the works plans *within the limits of deviation* relating to a Work shown on those plans and carry out construction activities for the purpose of the authorized development anywhere within the Order limits”.
- 2.45 It is clear to me that draft DCO would authorise NGET to align its overhead electrical line inside the light green area, inside the two outer parameters of the “Order limits”, and that the draft DCO today evidences that NGET can actually place the overhead lines “anywhere” between the orange dashed lines of the Order limits. It is further clear to me that NGET itself has formulated the Order limits so to enable it to actually construct the overhead lines to the most extreme Eastern limit of the Order limits or to the most extreme Western limit of the Order limits, and otherwise the Order limits and Article 5(1) is meaningless. Therefore, when I read the plans and draft DCO, I read the plans and terms as providing no more than a notional volume inside of which the “TB” pylons and the overhead electrical cables they hold up between them can be situated “anywhere”.

- 2.46 Returning to Plan 2 [MLP1/2], the phrase “anywhere within” referred to in Article 5(1) includes a potential location of the overhead cables at the extreme Easternmost or Westernmost edges of the light green coloured area of Plots 8/15, 8/19, 8/21, 8/27, 8/29, 8/39, 8/51 and 8/53. It is evident from Plan 2, that the position of the overhead (purple) line shown on the Works Plans in the proposed authorised Westernmost side of the Order limits, actually along the line of the orange dashed line on the Works Plans (as would be expressly so authorised) or inset even a short distance Eastwards of the line of that Western Order limit, would nevertheless result in the overhead line proposed to be authorised by the DCO nevertheless *not in fact* traversing over the extent of the paddocks identified on Plan 1 [MLP1/1] as paddocks 37 and 38, and whose extent of which paddocks corresponds with the area of Plot 8/29 situated immediately South of the straight fence-line on the Northern edge of paddock 38, and whose Westernmost extent corresponds with the North-Western corner of paddock 38 where the fence line on the Northern edge of paddock 38 coincides with the Eastern edge of Plot 8/38 (that encompasses Newney Green Lane).
- 2.47 It is abundantly clear from the evidence referred to above, that the “overhead line” proposed to be authorised by the draft DCO can be situated laterally “anywhere within” the line of the area of the Westernmost (orange dashed line of the) Order limit and the North-Westernmost corner of paddock 38 inside Plot 8/29 and also inside Plot 8/37. Necessarily, the actual particular alignment of the overhead cable “anywhere within” that part of the “*Rochdale* Envelope” relies on the particular detailed location of pylons TB166, TB165 and potentially also TB164. It is equally clear from the above evidence that at no stage has ARU proposed to “predetermine” the location of the pylons or the line of the overhead cable and that it is wholly disingenuous of NGET to mendaciously assert on page F5, **Appendix F** of its [REP7-481], that ARU’s proposal “would predetermine the final alignment”. That is demonstrably not the position and the opposite is demonstrably the true position.
- 2.48 In fact, and in line with the actual terms of NGET’s own Plans and draft DCO, ARU has properly identified that some flexibility can be retained inside the extent of the notional volume of the “*Rochdale*” Envelope sought to be authorised, simultaneously with the Departments Code whose advice and policy describes that new lines over school land be avoided “where reasonably practicable” and that “where reasonably practicable” will “normally” be achieved by “existing good line-routing practice”. The very nature of the NGET authorisation as a “*Rochdale*” Envelope inherently includes flexibility by which: a) “existing good line-routing practice” can in fact be accommodated inside of that Envelope to ensure accord with the Department’s Code and with good practice; and simultaneously, b) traversing by new overhead lines of paddocks 37 and 38 can be avoided. The absence of present detailed design of the cable line itself of the appointment of a Main Contractor evidences that NGET is not in an actual position to say what the detail design may be. Conversely, only by NGET *itself* predetermining at this stage the detailed design of its overhead cable axis can NGET actually show that traversing

paddocks 37 and 38 is “unavoidable” (to use the Code’s term). In like way, the absence of present detailed design of the cable line itself of the appointment of a Main Contractor evidences that NGET is not in an actual position to say that it is actually “unavoidable” to traverse paddocks 37 and 38 inside the “*Rochdale*” Envelope. This is why ARU remains most surprised at the *wholly disingenuous* stance of NGET on page F5, **Appendix F** of its **[REP7-481]** response to ARU’s wholly appropriate proposal by which to protect its ongoing Educational Establishment and avoid *permanent* microshock harm to its Equine Facility.

- 2.49 The ARU proposed protective provision therefore proposes to exclude the part of Plot 8/29 immediately South of the fence line on the Northern boundary of paddock 38 in respect of the *permanent* situation of the overhead lines sought to be authorised by the draft DCO. The exclusion is ensured by means of that extent of Plot 8/29 at ground level being extruded vertically inside the extent of the “*Rochdale*” Envelope and thereby sub-setting from the proposed “*Rochdale*” Envelope that extent of volume, whilst simultaneously preserving a volume of the same proposed Envelope inside and through which (when finally designed in detail), and still inside the Westernmost extreme of the Order limits, the actual line of the overhead electric line can pass.
- 2.50 In an ongoing demonstration of the reasonable position adopted by ARU, and by contrast to show the unreasonable and extreme position of NGET, ARU recognises that its proposed protective solution cannot be a complete answer to excluding the permanent harm from microshocks to all of its paddock areas. ARU has questioned the basis of the Western route of the overhead cable line and expressed its views in support of the Parish Council as to the use of pre-existing cable route to the East of ARU that would avoid any passage of cables over ARU land. ARU directs the ExA to those previous submissions.
- 2.51 In that context, the ARU protective provision would strike the correct balance also, because it would nevertheless enable the passage of the overhead line to the West of ARU inside the proposed Westernmost line of the Order limits whilst simultaneously the line of the resulting overhead line would allow traversing of the Westernmost part of paddock 39 shown on Plan 1 [MLP1/1], and identified as the North-westernmost part of Plot 29 and the Westernmost part of Plot 8/27. *Because* the Westernmost extent of paddock 39 corresponds with the Westernmost line of the Order limits, then at this particular location, ARU recognises that the Code’s advice and policy that traversing school land would be “unavoidable” and, therefore, the NGET proposal to elevate the overhead lines to reduce the potential microshock to human beings, in particular children or students, using that paddock during teaching, would *then* be triggered and required to be also embedded in the draft DCO by means of a protective provision (or a requirement in like terms). ARU further understands that such increased elevation of overhead cable would extend between pylons TB165 and TB164. Further, ARU would anticipate as a further mitigation measure itself fencing off the Westernmost part of paddock 39 to ensure that no part of the paddock is directly under the new overhead electricity cable.

NGET's Bootstraps Introduction to its [REP7-481], Appendix F

- 2.52 In its Introduction to its **[REP7-481], Appendix F**, NGET relies heavily on three parts of its case to assert that: a) in paragraph F.1.3, the potential impacts on ARU Writtle “are limited”, its new overhead cables “oversail a very small proportion of the western paddock; and “no significant effect” result from the Project; and b) in paragraph F.1.4, the effects on ARU “must be situated within the context of the critical national priority (CNP) policy of the [NPS] EN-1” and in relation to which NGET relies on **[REP5-193]**, paragraph 2.7.5 and the “mitigation measures” to outweigh the need for the Project.
- 2.53 It is clear to me in relation to (a), from a careful reading of the express terms of the proposed mitigation measures that, ultimately, the Deadline 7 versions of the Outline Code of Construction Practice and the Outline Construction Traffic Management Plan, do not provide the actual assurances required by the EIA as it relates to ARU Writtle by which to ensure that likely significant effects do not arise from the overhead cables and its construction.
- 2.54 Further, (again) surprisingly, NGET relies in its **[REP7-481], Appendix F**, on material relating to an evaluation for the purposes of the environmental impact assessment regulations and that not for the purposes of section 122 of the Planning Act 2008. It appears to me that NGET has conflated: i) its obligation to subject its Project to the requirements of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017/572 for the purposes of section 120(1)-(3); and ii) its separate obligation to satisfy the section 122(2), and then section 122(3) of the Planning Act 2008, to which section 120(1)-(3) remain subject. It is as if NGET has decided to advance its DCO and therefore it need not discharge the burden on it to justify the inclusion of compulsory purchase powers in its 29th August 2025 Application for a DCO.
- 2.55 In that context, ARU notes that NGET asserts the diminishment of the impacts of the oversailing cables and land use by NGET for EIA purposes and asserts them to be small. The mischaracterisation by NGET of the impacts evidences that NGET has both failed to address its mind to the situation of ARU, and has failed to consider the EIA matters in the required joined up way, and that ARU has itself considered in a joined up way. Further, on the theoretical basis that NGET's assertions were correct, then they would operate in reverse to evidence the clearly proportionate response of ARU to protect its ongoing operation that would be very significantly and permanently affected by the oversailing cables by means of protective provisions (or requirements to like effect) in contrast to the absence of any resulting need to change or add to the EIA forming part of the Application. That is, the protective provisions (or requirements to like effect) would make a material, relevant and important difference to the ongoing safe operation of ARU and at the same time have no and no real impact at all on the construction of the overhead lines authorised by the NSIP.

- 2.56 It is clear to me in relation to (b), (again) surprisingly, NGET has side stepped also and failed to address the more particular requirements of the NPS EN-5 (November 2023) (against the generalised provisions of NPS EN-1 (November 2023)) by which Parliament has ensured in paragraphs 2.6.2 and 2.6.3: (Emphasis added)

2.6.2 Where the applicant does not own or wish to own the land in question, it should try to reach a voluntary agreement giving it sufficient rights and/or permissions to undertake the relevant work

2.6.3 in reaching the agreement that it requires, the network company may, as part of its application to the Secretary of State, seek to acquire rights compulsorily over the land in question by means of a provision in the DCO.

- 2.57 It appears to ARU that NGET has ignored these protections that Parliament provides to ARU by which Parliament has ensured that NGET only use compulsory purchase provisions as a “last resort” notwithstanding that Parliament has simultaneously identified there to be a need and even an urgent need for electricity infrastructure.

- 2.58 Not only has NGET itself evidenced in paragraph F.2.1 that it only became alive to ARU’s concerns “through” the Examination Process *after* it actually made its Application, but I can confirm that at no time *before* it made its DCO Application on 29th August 2025 did NGET actually have any meaningful dialogue with ARU. Therefore, it remains demonstrably the case that, contrary to Parliament’s particular NPS EN-5 guidance (that has the same section 5, Planning Act 2008 status as NPS EN-1, whilst being also more particular than the general guidance of EN-1), that also refers to “CNP” at paragraph 2.7.5, Parliament does not place the need relied on by NGET above the use of compulsory purchase provisions. Furthermore, even in the context of that need, and an urgent need, Parliament nevertheless continues to require the precondition of fact (“where [NGET] does not succeed in reaching the agreement that it requires”) to be satisfied before NGET is entitled in compliance with EN-5, paragraph 2.6.3, to include in its DCO Application of 29th August 2025 any powers of compulsory acquisition, in particular in relation to the land of ARU Writtle. Therefore, it is demonstrable that NGET remains in breach of EN-5, paragraph 2.6.3 and its assertions as to “need” or “CNP” cannot override Parliament’s express warning to all DCO applicants in paragraph 2.6.3.

- 2.59 As a public body, ARU recognises the importance of the new overhead lines and this remains why ARU itself continues to facilitate the safe operation of its Educational Establishment with the development of a new line. ARU’s approach underscores the need for its inclusion of the protective provisions (or requirements to like effect), or refinements to parts of the draft DCO, to ensure that safe operation by ARU of its Facility whilst not preventing the new lines being constructed.

- 2.60 Further, I am advised and understand that the matters in the Introduction relied on by NGET relate to section 122(3) (and fall to be evaluated in the context of breach by NGET

of EN-5, paragraph 2.6.3), and not to the logically prior 122(2)(a)(i) and (ii) of the Planning Act 2008.

3. **ENGAGEMENT WITH UKPN**

3.1 As stated in my second witness statement, I note that “UKPN” is referred to in the draft Development Consent Order as being *two* legal entities. In this witness statement (like my second witness statement), when I refer to “UKPN” I refer *exclusively* to “Eastern Power Networks plc” as the entity in fact authorised under license by OfGem to *distribute* electricity locally, whereas I understand that OfGem has not authorised “UK Power Networks Holdings Limited” to so distribute electricity. It remains difficult to follow how the draft DCO can contain terms apparently authorising UK Power Networks Holdings Limited to distribute electricity in the face of OfGem not having licensed that distribution and the statutory offence under section 4 of the Electricity Act 1989 that prohibits distribution of electricity without an existing licence. If the ExA is shown evidence of how it is that the other UKPN entity is entitled to distribute electricity under the draft DCO, then my references to UKPN can include the unlicensed entity also.

3.2 It can be seen from Plan 2 [MLP1/2], the overlay of plots onto ARU land that the proposed pylon route would be at right angles to the existing UKPN overhead distribution line, and that the clash of cables proposed by NGET results in the need for NGET to compulsorily acquire the land of UKPN in order to ensure that local electricity distribution can continue. Instead, however, NGET has included powers of compulsory acquisition of land by UKPPN in the DCO of NGET in its Application of 29th August 2025, and in advance of the November 2025 development agreement that UKPN explained at CAH3 that it had reached with NGET at that date after the Application had been made by NGET.

3.3 I refer the ExA to Parliament’s NPS EN-5, paragraph 2.6.3 to which I have referred above:

As a last resort, where it does not succeed in reaching the agreement that it requires, the network company may, as part of its application to the Secretary of State, seek to acquire rights compulsorily over the land in question by means of a provision in the DCO.

3.4 It remains demonstrably clear that NGET jumped the gun of paragraph 2.6.3 in breach of Parliament’s clear NPS obligation on NGET to include in an application for a DCO powers of compulsory purchase as a “last” resort. It is equally clear that NGET chose to breach that clear NPS obligation (because it had not yet agreed in August 2025 a development agreement with UKPN) and include in its application as a “first” resort powers of compulsory acquisition in favour of UKPN and notwithstanding that UKPN itself did not then know if it may or may not need such powers. That repeated breach of the NPS by NGET weighs most heavily against NGET and in particular in NGET’s seeking to secure (and to advance on behalf of UKPN) section 122(2) powers of compulsory acquisition. That repeated breach is evidenced by NGET revealing that its (so-called) “Negotiations Tracker” was supplied exclusively on behalf of NGET and not on behalf of

UKPN and that UPN at CAH 3 evidenced that it had only commenced a first step in respect of land discussions in Spring 2026 with affected owners and occupiers. Such an unequivocal breach of paragraph 2.6.3 by NGET is irresponsible and most surprising. ARU considers that such a clear breach is an important and relevant matter that the ExA should not enable NGET (or UKPN) to profit from nor take advantage of in their favour in any way.

- 3.5 An example of NGET seeking to sidestep its repeated breach of EN-5 paragraph 2.6.3 appears in page F7 of **[REP7-481] Appendix F**, in which NGET seeks to ‘explain away’ its breach by asserting by isolating part of UKPN’s explanation of the UKPN approach and characterising somewhat enthusiastically that isolated part as being “categorically described ... as twin-tracking”. It was not so described nor “categorically” so. ARU disagrees with NGET. ARU attended CAH 3 virtually and I recall UKPN’s very careful framing of UKPN’s own approach to land matters as being very different to that of NGET and by which UKPN itself adopted a different and careful sequence of steps before it would then consider whether or not to rely on compulsory powers of acquisition and its approach was different to that of NGET. It was clearly implicit in UKPN’s explanation that UKPN itself accepted that until the conclusion of those discussions UKPN itself recognised that it was not in a position to know whether or not it may (or may not) need compulsory acquisition powers. UKPN made no express comment on the inclusion of powers by NGET in advance of discussions with land owners to avoid compulsory acquisition. ARU understood UKPN’s reference to “twin-tracking” to be a reference to NGET following a different process to that of UKPN.
- 3.6 The DCO (if granted) would require UKPN’s (i.e. Eastern Power Networks plc) existing overhead cables to first be undergrounded to avoid any relevant interference with NGET’s pylon cables; this would include undergrounding cables adjacent to and beneath ARU Writtle paddock land.
- 3.7 As detailed in my second witness statement, and as was self-evident at CAH 3, the Issue Specific Hearing on 24th June 2026, that there has been no actual previous engagement nor any meaningful engagement by either NGET or UKPN with ARU Writtle in relation to its concerns before the DCO application was made by NGET on 29th August 2025, nor until Spring 2026 by either NGE or UKPN. And indeed even then, prior to Issue Specific Hearing on 24th June 2026, there had only been a *questionnaire* sent to us by UKPN in March 2026 and one introductory meeting with our representative, [REDACTED] of Savills, and UKPN in April 2026, and that aligned with UKPN’s explanation of its careful steps that it took (but that NGET has not taken) before UKPN decides whether or not compulsory acquisition powers are necessary. The meeting described below is therefore the first, the start, and the only meaningful initial engagement ARU Writtle has had from UKPN throughout this process.

4. UKPN MEETING ON 16TH JULY 2026 LESS THAN ONE MONTH BEFORE CLOSURE OF THE STATUTORY EXAMINATION PERIOD ON 10TH AUGUST 2026

- 4.1 On 16th July 2026, ARU Writtle met with Dalcour Maclaren representees for UKPN. In attendance at the meeting for ARU Writtle was [REDACTED] (Chief Operating Officer), [REDACTED] (Director of Estates), [REDACTED] (Head of Equine Resources), [REDACTED] (Savills), [REDACTED] (National Strategic Infrastructure Projects Manager for Essex County Council) and myself. [REDACTED] of UKPN was due to attend for but was unable to do so on the day due to a family emergency; his representatives from Dalcour McClaren were [REDACTED] and [REDACTED]. I attach a Minute of that meeting with this witness statement, the first draft of the Minute being provided by Dalcour Maclaren with tracked amendments by ARU Writtle. Exhibit MLP1/3.
- 4.2 At the meeting, on behalf of ARU, we discussed the total lack of engagement by UKPN to date with UKPN's representative. [REDACTED] explained that he had been fully briefed by [REDACTED] and that he had also been in discussion with [REDACTED] of NGET.
- 4.3 I explained (as per paragraph 4.10 of my second witness statement) that we require (as ARU has evidenced and not "asserted") UKPN to drill below the round surface level and at a depth sufficient to ensure no microshocks to horses or pedestrians passing over the buried cable at ground surface level and no paddock ground surface disturbance, in order to avoid serious injury and possible deaths to horses in our circa 90 strong herd (as detailed further in the witness statement of [REDACTED] (Head of School of Agriculture, Animal and Environmental Sciences)), and that we will request a protected provision or a requirement be imposed by the Secretary of State to ensure the protection from injury (and potential death) of horses and of injury to our students by the above means.
- 4.4 On behalf of UKPN, [REDACTED] stated that *he* had read our written submissions and was aware of our views for horizontal drilling as opposed to "open cut" in order to minimise the impact of soil disruption. [REDACTED] explained that drilling would be more costly to NGET because "bigger kit" is required for horizontal drilling and it typically takes longer (i.e. here it would be likely up to 2 weeks as opposed to 1 week for overhead distribution cables) but he told us that horizontal drilling had been *approved in principle by NGET* in recognition of the need to minimise disruption to our land ground surface areas. If they used "open cut" to lay the distribution cable would be a greater disruption to the ground in terms of reinstatement and management of grazing for the horses. It was clear to me from [REDACTED] comments that it had been agreed between NGET and UKPN that NGET would be responsible for meeting UKPN's costs for such horizontal drilling at our site, albeit [REDACTED] said horizontal direct drilling had been approved *by NGET but* was subject to this method being approved by testing via bore holes.
- 4.5 It was agreed that [REDACTED] team would share with [REDACTED] their marked-up plans in advance of the examination period closing on 10th August 2026 and that UKPN would

aim to complete the bore hole testing ideally before 10th August 2026 if possible and if not then during August 2026, given that this would be the least disruptive time for ARU Writtle as most of our students are currently on summer break.

- 4.6 (In line with the careful sequenced approach described by UKPN at CAH 3 and evidently at real odds or contrast with the assertion by NGET on page F7 of its [REP7-481] **Appendix F** that UKPN supported a CPO “first” approach) [REDACTED] also stated that we would be financially compensated in due course, both for the reasonable fees that would be incurred by our external legal team and by Savills in agreeing heads of terms and then a deed of easement to reflect our voluntary agreement (rather than UKPN seeking to invoke powers included under the Development Consent Order, if granted), as well as our requirements. These requirements would include that all of its contractors would have enhanced DBS checks in place due to our safeguarding obligations to the children we teach. [REDACTED] further stated that ARU Writtle would also be compensated for our management team’s time in dealing with this matter and that we would receive a consideration for the right to lay underground cables by reference to its agricultural land value; [REDACTED] said this was because, whilst we are an educational facility, agricultural land value would be used to calculate compensation because of the location of our site they are intending to use which would not be suitable for the likes of commercial development.
- 4.7 On our site walk, [REDACTED] stated that accessing our site the same way that NGET has now proposed (i.e. via our field demarcated as “1” on Plan 1 [MLP1/1], and in the location of Plot 8/17 on Plan 2 [MLP1/2]) appeared also the most practicable option, or alternatively UKPN may be able to gain access further from the North subject to seeking that landowners’ consent, who they are yet to engage with. UKPN confirmed they were not proposing any access via our Equine Centre.
- 4.8 [REDACTED] said that if they do access our site via our field then they would only to come across our land once (i.e. to enter, then exit at the end of their works with their kit) and that it was their substantive works were likely to take up to two weeks to complete. [REDACTED] they would seek to complete their works during a summer period (likely to be in August 2028, following conclusion of the examination period, the decision of the Secretary of State and the conclusion of any judicial reviews) in order to minimise disruption to our ongoing business and therefore to minimise their compensation exposure to ARU Writtle and that they would seek to give us at least 3 months’ notice in advance of the works.
- 4.9 [REDACTED] also stated that future maintenance works was unlikely as their pipes typically last for circa 50 years unless a cable failed or there was an emergency.
- 4.10 We conducted a site walk. During our site walk, [REDACTED] recognised that the actual presence of a stream is likely to mean that horizontal drilling would be necessary. The stream can be seen on Plans 1 [MLP1/1] and 2 [MLP1/2] as the wavy line immediately

North of paddocks 39 and 40 on Plan 1 [MLP1/1], and situated between Plots 8/19 and 8/27 on Plan 2 [MLP1/2]. I was pleased to note that, whilst ARU Writtle's original request for horizontal drilling was due to the need to minimise disruption to our land ground surface areas for safety reasons, it was agreed by UKPN that the presence of the stream would necessitate horizontal drilling in any event, meaning that we were aligned on the requirement for horizontal drilling (albeit for our different respective reasons).

- 4.11 It was agreed that the impacted land would be fenced off to prevent harm to our animals, staff and students caused by the soil disruption processes.
- 4.12 [REDACTED] enquired of [REDACTED], if our previously evidenced concerns regarding the risk of microshocks and vibrations, which could disturb our horses, were correct. [REDACTED] said that the cables as a result would be undergrounded by 1 - 2 metres as per the standard procedures of UKPN, which he said would therefore not create a risk of microshocks at ground surface level. In terms of vibrations, [REDACTED] said he was not aware of the risk of this to animals and that he would do some research in this regard.
- 4.13 My overall sense of this meeting was that it was a positive first discussion, albeit one that clearly should have happened long ago, and that we now see the actions from both UKPN and NGET, not just their words.

CONCLUSIONS

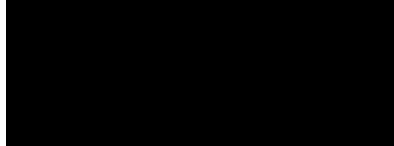
- 4.14 On behalf of ARU, it remains clear that the protective provisions (or to like effect as terms of requirements, or by means of refinements to the draft DCO terms) remain necessary, properly evidenced, wholly proportionate, and un rebutted by any evidenced or substantive response from NGET. Indeed, on behalf of UKPN, [REDACTED] has agreed with ARU's approach in relation to matters as "essential" and to a voluntary agreement by ARU to facilitate the repositioning of distribution lines caused by NGET's new transmission cables. I consider there is clearly no actual need for compulsory acquisition of ARU land by either UKPN or NGET and the purposes of each can be demonstrably secured by means of the draft DCO (subject to the protective matters summarised above) without the need for compulsory acquisition of ARU and for which there remains no clear cut evidenced need nor one that is clearly decisive in the public interest.

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I believe that the facts stated in this Witness Statement are true.

Signed

A large black rectangular box redacting the signature.A black rectangular box redacting the name.

Dated ...4 August 2026.....

EXHIBIT MLP1/1

Writtle University College

Estate: Fields

Arable	Sports
Field	Orchard

1. Well field	6.34	10. Cow Watering Meadow (small)	2.09	21. Small Daws	3.44	31. Main Yard - Field 1	0.83	42. Stud Nursery Field	0.93
2. Barn field	6.66	11. Cow Watering Meadow (big)	3.55	22. Small Daws (trackside)	2.27	32. Main Yard - Div 1	0.24	43. Stud - Field 1	0.94
3. Big Hook	5.61	12. Pig Meadow (west)	0.43	23. Stonebond	2.78	33. Main Yard - Div 2	0.21	44. Stud - Field 2	0.84
4. Fruit Farm	3.36	13. Pig Meadow (east)	1.06	24. Big Daws	5.36	34. Main Yard - Field 3	0.54	45. Stud - Field 3	0.86
5. Claypits	2.82	14. Barn Field (west)	0.66	25. Stoneshotts	3.72	35. Main Yard - Field 4	0.89	46. Stud - Field 4	1.12
6. Barn Field (BP)	2.35	15. Joyce Field	2.59	26. Long Meadow	1.57	36. Main Yard - Field 5	0.85	47. Stud - Field 5	0.43
7. Foxburrows	14.78	16. Small Reservoir	2.47	27. Stable Field	1.33	37. Main Yard - Field 6	1.76	48. Stud - Field 6	0.58
8. Butt Field	3.86	17. Weaning Paddock (farm)	0.82	28. Lavford Lane	4.94	38. Main Yard - Field 7	1.17	49. Stud - Field 7	0.42
9. Rugby Field	5.22	18. Victoria	3.60	29. Loampits	1.80	39. Main Yard - Field 8	0.87	50. Stud Victoria	2.29
		19. Horse Paddock (quarry)	3.33	30. Genus Site	3.75	40. Park 1	0.72	51. Stud - Weaning Paddock 1	0.66
		20. Horse Paddock	2.41			41. Park 2	1.07	52. Stud - Weaning Paddock 2	0.67
								53. Sports Fields	7.53
								54. Orchard	2.27

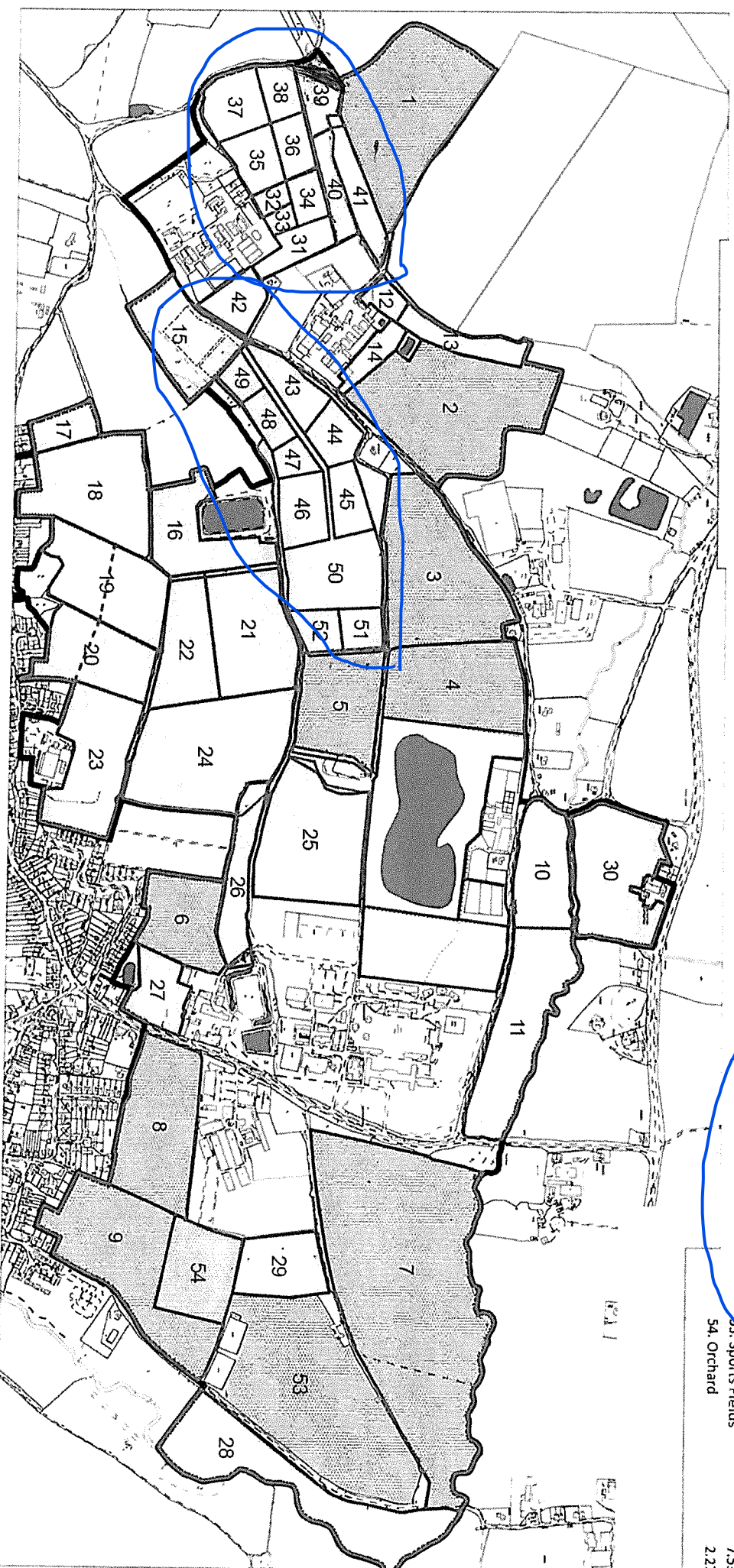


EXHIBIT MLP1/2

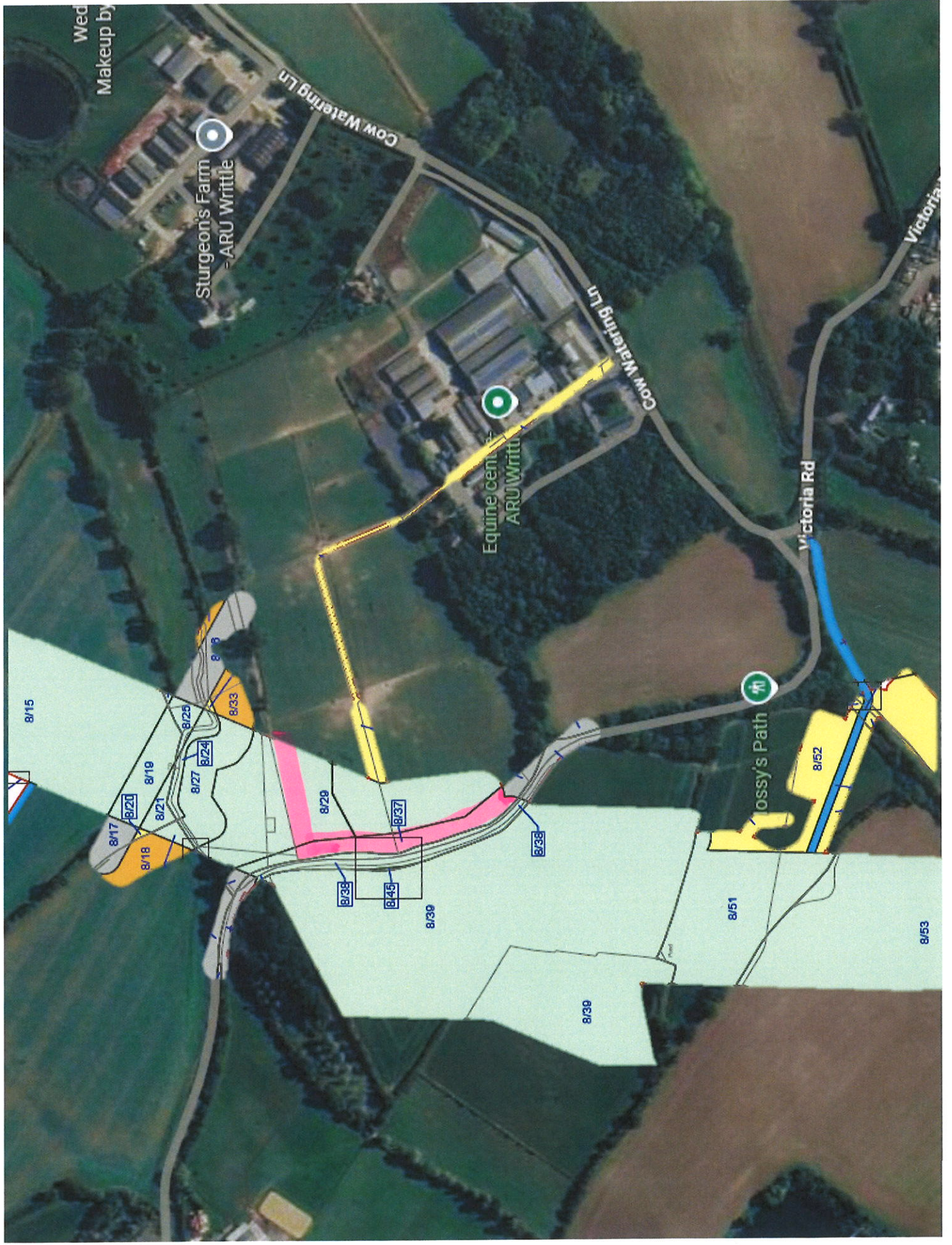


EXHIBIT MLP1/3

Meeting Minutes – ARU Writtle

Date: 16 July 2026

Attendees

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] (Savills)
- [REDACTED] r (Essex County Council)
- [REDACTED] (Dalcour Maclaren)
- [REDACTED] (Dalcour Maclaren)

1. Access

- The original access route through the centre of the site is not ~~a viable option longer available~~. Alternative mitigation options remain under review and will require further discussion before an agreed solution is reached.
- Clarification was requested regarding future access requirements following cable installation, particularly for maintenance, operational access and emergency response activities.
- The potential for access from ~~the road leading to Newney Green~~ ~~Writtle Road~~ was discussed; however, the presence of a public footpath and a restricted turning angle may render this option unsuitable. It is considered unlikely that the arrangement would satisfy a swept path analysis. There would also need to be hedgerow and tree removal with this option.

2. University Operations and Safeguarding

- ARU advised that there are currently approximately 500 equine pupils on site, with numbers expected to increase to around 600 at its Equine Centre in September 2026.
- Given the presence of children on campus, all UKPN-appointed contractors will be required to adhere to ARU policies and procedures, including that all contractors must hold enhanced DBS clearance prior to attending site.

3. Construction Methodology

- ARU expressed concerns regarding soil disturbance and the potential impact on the approximately 90 horses located on the site. All affected land must be fully reinstated and rendered safe before horses return.

- ARU requested the use of Horizontal Directional Drilling (HDD) ~~wherever possible~~. Due to HDD length limitations, a short section of underground cable will require open-trench installation to a launch pit before drilling beneath the brook.
- Route plans will be prepared by UKPN and submitted for ARU's UKPN approval. The anticipated cable depth is between 0.9m and 1.2m. The depth of the HDD will be confirmed by UKPN.
- ARU raised concerns regarding possible noise and vibration impacts on horses. It was considered unlikely that horses would feel the drilling; however, confirmation will be obtained.
- Borehole surveys are required within the next one to two months (but ideally during August 2026, due to students' summer vacation) to confirm HDD feasibility. Should HDD prove unviable, ARU requested a clear and substantiated explanation.

Commented [JK1]: We will need this to be at least 1.2m and 0.90 to protective tile

4. Programme

- ARU requested a project programme. Once received by Dalcour Maclaren, it will be shared with affected parties.
- Works will, where possible, be programmed to align with ARU operational requirements. ARU indicated that a summer construction window would be preferred. This will be confirmed by UKPN and will allow for the continued operation of the university and to help mitigate ARU's losses, which UKPN agreed would be reimbursed.
- An Agricultural Liaison Officer will meet with [REDACTED] and introduce the appointed contractors prior to commencement.
- A side letter will be prepared to set out contractor obligations, operational requirements and reinstatement provisions. ARU will provide requirements for inclusion. [REDACTED] will review the draft and determine whether legal input is required.

5. Voluntary Agreement

- Heads of Terms should be agreed by the end of the year to facilitate legal instruction and progression of the voluntary agreement.
- Voluntary agreement is the only way the HDD route could be agreeable due to the class of land rights.

6. Actions

Action	Responsible Party
Prepare and issue a vehicle movement plan.	Dalcour Maclaren
Prepare an information plan showing the proposed route alignment.	Dalcour Maclaren
Confirm borehole survey requirements and proposed timescales.	Dalcour Maclaren

Confirm likely noise and vibration impacts of HDD operations on horses.	Dalcour Maclaren
Provide project programme once received.	Dalcour Maclaren
Outline operational and contractor requirements for inclusion within the side letter.	ARU Writtle

Project	Anglia Ruskin University, Writtle
Subject	Response to National Grid Deadline 7 Submission
Reference	26086
Date	4 August 2026

1 INTRODUCTION

1.1 Purpose

- 1.1.1 This Technical Note (TN) has been prepared by expert transport consultancy “KMC Transport Planning Ltd” to review National Grid Electricity Transmission’s (the Applicant’s) Deadline 7 submission relating to transport matters associated with Anglia Ruskin University (ARU) Writtle Campus. The submissions relate to the Applicant’s desired construction of an access into the ARU land (the site) from the adjacent Newney Green highway, and associated traffic management implications of taking access from that highway to that land, in comparison to not taking any access from that highway, but instead closing its use for a relatively short period to form part of the construction ground area for erection and stringing of overhead cables between pylons locations TB165 and TB166. The envisaged access would form part of associated development Works included within the draft Norwich to Tilbury Development Consent Order statutory instrument (DCO).

1.2 Content

- 1.2.1 This TN provides as follows:

- A review and response to pertinent transport matters set out by NGET in *Appendix F. Applicant’s Responses to ARU Writtle [REP6-134]* of Document: 8.4.16 *Applicant’s Comments on any Further Information or Submissions Received by Deadline 6 [REP7-481]*.

2 APPLICANT'S RESPONSE TO ARU WRITTLE

2.1 Introduction

- 2.1.1 This section of the ARU Deadline 8 TN Response provides a review and response to transport matters set out by NGET in [REP7-481] *Appendix F. Applicant's Responses to ARU Writtle [REP6-134]*. NGET's environmental impact assessment transport chapters and underlying documents do not consider the traffic situation of ARU Writtle nor the situation of Newney Green. At Deadline 7 NGET expressed its preference (a disagreement) to proposed protective provisions (or requirements to the same effect). This Response focuses on the most pertinent of matters that relate to traffic and highways, whilst notes that there is necessarily inter-linkage between those matters and any desired use of ARU Land by NGET because the core of the issue arises from NGET's desire to access ARU land, and the damage to ARU's land results from that access.

2.2 Response to Summary of Powers Provided within the draft Development Consent Order

- 2.2.1 At our Deadline 6 submission [REP6-134], we set out our evidence-based concerns around the impacts of a proposed diversion route under Article 16 and Schedule 8 on the ARU customary crossing point at Cow Watering Lane bisecting its Educational Establishment (indicated at Figure 2.1 below). Daily regular users of the crossing include ARU Writtle, staff, students and horses. As a result of the proposed closure of Newney Green by the Applicant, traffic will be diverted and this will increase the amount of traffic using Cow Watering Lane. This traffic will include drivers less familiar with Cow Watering Lane and the presence of an operating equine school and its crossing point with vulnerable users on the highway. As a result, it is ARU Writtle's position that there needs to be an express process in place to ensure management of this foreseeable increased interaction and risk.
- 2.2.2 In their Deadline 7 submission, the Applicant has asserted that:
- "A 12 week duration closure of Newney Green would not be possible, as indicated by Essex CC Highways."*
- 2.2.3 And goes on to assert without evidence in support that:
- "The Applicant does not consider that pedestrian activated TO/15 control measures as proposed by ARU Writtle College's transport consultant to be a reasonable and proportionate traffic management regime for the crossing point on Cow Watering Lane. Construction of such infrastructure would itself be likely to generate greater impacts than those which they are intended to mitigate against"*
- 2.2.4 In fact, no "construction" was suggested by ARU and it is hard to see how NGET can begin to assert the TO/15 typical control measures (temporary lights resting on the ground, a man with a "stop/go" sign or a banksman) can begin to be described as "construction".

- 2.2.5 As set out in our Deadline 6 submission, the Applicant has the powers within the DCO to implement such a closure on Newney Green. We understand ECC is under a significant amount of pressure due to the workload imposed on ECC from this, and other, projects, and to date ECC has not been provided by NGET with any detailed traffic evidence about ARU Writtle or Newney Green. As a result ECC cannot focus in detail on the particular ARU matters arising from the operation of the draft DCO. However, Article 16(1) of the draft DCO deprives ECC of any input to the particular temporary closure powers that include that for Newney Green. Understandably, as it is their role as the highway authority, ECC would also be looking at the impacts with regards to the highway user only and would be less focused on the in-combination impacts with other impacts internal to the ARU Writtle site, such as those associated with ground compression as a result of scaffolding on the ARU Writtle site, which are comprehensively set out in ARU Writtle's prior submissions '*Comments on the applicant's draft itinerary for the ASI*' [REP3-113] and '*Comments on any further information or submissions received by deadline 3 and post hearing submission*' [REP4-348].
- 2.2.6 As indicated above, it is disingenuous to portray temporary traffic management as requiring any or a significant level of construction. A TO/15 in isolation just requires a small amount of signage placed on the ground and a number of human operatives on the ground, and so would not require any 'infrastructure' nor anything that could be characterised as "construction" of "infrastructure". It is very common for types of traffic management measures such as temporary traffic signals, for a crossing, to be set up in a similar location, as these are portable items involving no actual construction, and can be set up on the day by a trained traffic management company.
- 2.2.7 Further, the Highway Code sets out a hierarchy of road users at the top of which are vulnerable road users, such as pedestrians, below which are people riding horses and cyclists, and at the bottom of which are people driving vehicles, particularly large vehicles. This means that road users who can do the greatest harm by means of their vehicle bear the greatest level of responsibility to reduce the danger they pose in their vehicles to other road users. The simplest way of doing this is by ensuring that there are appropriate express protections in place, such as safe crossing facilities during diversions and that the terms of such protections have no gaps to avoid such a safe situation being provided.
- 2.2.8 As part of the construction of the Sizewell C DCO, KMC review the actual operation in practice of the DCO terms and how the terms of a statutory instrument play out in real life. KMC currently coordinate the traffic management requirements for the construction of Sizewell C and the large scale of associated development, and as a result have current real-world experience of the implementation of a complex DCO, in particular, a nuclear power station, including both the 'permitting' process of local authorities also engaged in the current NGET DCO application, the practical implementation of long-term temporary highway closures and the need to consider the impacts of diversions and manage the interaction with road users (particularly vulnerable road users), as a result of the implementation of the DCO provisions.
- 2.2.9 In the case of the permitting process set out at Article 12 of the DCO referenced by NGET, this does not directly apply (as sought by NGET) to the "specific powers conferred by [Article

49] (1)[(b)]” of the DCO, which gives the Applicant particular express powers to implement any number of temporary road closures on Newney Green highway. As a result, the extrinsic and local (not national) permitting process that is asserted to be relied upon to result in appropriate traffic management need not be and may not be utilised. It may be in reality that the contractor would apply for a road closure through the regular permitting process, as well as having the specific Article 49(1)(b) closure power; however, there is no requirement to do this for NGET under the proposed Article 49(1)(b) regardless of a local permitting scheme and as a result there is demonstrably no requirement under Article 49(1)(b) for approval of any temporary closure to vehicles of Newney Green or for mitigation of associated impacts, such as at the Cow Watering Lane crossing. This means that express protections are required to be included at this stage to ensure ongoing safe crossing. Whilst it is recognised that as part of the permitting process operated under the New Roads and Street Works Act 1991, a requirement for mitigation *may* get picked up through the permitting process, there is currently no main contractor and no guarantee that the Essex County Council highways officer or the TM contractor will have an understanding of the specific requirements of this location in terms of the number and types of vulnerable road users, nor any evidence that a closure of Newney Green will be covered by a permitting regime nor that any works would occur so as to justify the requirement for a permit. It is also of note that to date no GG104 DMRB Safety Risk Assessment of this vehicle/vulnerable road user interaction has been evidenced to have been undertaken by NGET as part of the Examination Period documents, and this in combination with the absence of the appointment of a main contractor means the ExA and Secretary of State cannot have at this time an informed understanding of the risk or required mitigation.

2.2.10 As set out in our Deadline 6 submission [REP6-134] we consider that it is necessary and pragmatic to embed an express framework to safeguard highway users, and to guarantee that the particular and known highway risks of this location are provided for, regardless of whether or not a permitting process is or is not engaged, which appears not to be required by the Applicant to implement the closure under Article 49 (1)(b). Because absent its instruction of a Main Contractor, and without having submitted any evidence of how the actual situation will operate, the Applicant is not in a place at Deadline 8 (4th August 2026) to determine how the works will be implemented on the ground at this time nor the extent of the temporary closure that would ultimately be required under Article 49(1b), a Requirement for the Applicant to undertake before each temporary closure of Newney Green a Risk Assessment that specifically looks at the daily crossing requirements for ARU Writtle during the then known period of the temporary close. This would consider:

- Timing of the temporary closure.
- Length of the temporary closure;
- Level of and type of traffic that will reroute along the diversion; and
- Likely crossing activities occurring at ARU Writtle during that time of the diversion.

2.2.11 This particular Risk Assessment would be required to be included as part of any road space booking that results in traffic diverting via Cow Watering Lane under Article 49(1)(b). This would

ensure that all parties (both Main Contractor, sub-contractors, and ECC offices) have understood the actual risks and have responded with appropriate mitigation, if considered needed at that time.



Figure 2.1 – Writtle Campus and Horse Crossing Locations

2.3 Consideration of Impacts Associated with a Closure of Newney Green

- 2.3.1 ARU Writtle has previously evidenced the impacts that would result from the compression of paddock ground surface from scaffolding erected by NGET being situated on that ground surface. These are comprehensively set out in ARU Writtle's prior submissions '*Comments on the applicant's draft itinerary for the ASI*' [REP3-113] and '*Comments on any further information or submissions received by deadline 3 and post hearing submission*' [REP4-348].
- 2.3.2 At its core, the proposed desire of NGET for scaffolding to be situated on the ARU land stems from its wish to construct a type of bridge made of scaffolding sides and a net top. The scaffolding would support netting over the part of Newney Green that is located between pylons TB166 and 165 where NGET is raising cables, and would only need to be as wide as the width of the pylon plus a small margin on either side. However, firstly the actual weight of such scaffolding would compress the ground surface of the paddocks on which such a weight was placed.
- 2.3.3 Secondly, in its the draft DCO NGET has applied under Article 49(1) and Schedule 13 for a Traffic Regulation Order power including for Newney Green and that NGET describes as a "specific" power by which NGET would be entitled as follows: "the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development— b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) [TR -F- 025 and 026] in the manner specified in column (4) of that Part of that Schedule" and Note (4) in Schedule 13 states: "Prohibition of

vehicular access” and relates back to Article 49 (not Article 16). By contrast, the diversion along Cow Watering Lane appears under Schedule 8 and so Article 16(1) and results from an express closure of Newney Green Lane between points SM-F-028 and 029 on Section F of Sheet 8.

- 2.3.4 As part of our Deadline 6 submission [REP6-134] we summarised that: *“Given under Article 49(1)(b) the Applicant can manage the extents of their closure for “use” who would need protecting, as such scaffolding would not be required (as set out in Option 3 below). On this basis, the impacts of the scaffolding on ARU Writtle can be avoided by implementing a road closure”.*
- 2.3.5 The Applicant has not *disagreed* with ARU Writtle Deadline 7 submission that they are actually able to implement a long-term temporary closure or any length of temporary closure of the part of Newney Green Lane over which cables may be strung up, and which use of Article 49(1)(b) would avoid an impact on the ground level surface of the paddocks in the ARU Writtle site because the closed section of Newney Green would for that period become temporarily part of the construction site inside the extent of the *“Rochdale”* Envelope applied for by NGET.
- 2.3.6 Instead, notwithstanding that Essex County Council has no power under Article 49(1)(b) or 16(1) of the draft DCO to prevent NGET temporarily closing part of Newney Green Lane, in their Deadline 7 Response the Applicant has set out that it is Essex County Council’s preference for a short-term closure, and based on the assertion of NGET that a 12 week closure would be necessary.

“Such confirmation from Essex CC Highways was received during the CAH3 hearing, with agreement to keep Options 1 and 2 open for further consideration. The Applicant is therefore reclassifying Plot 8/42, as described in section 1.2.6, and added access from the Newney Green highway consistent with Options 1 and 2 for access to scaffolding. Which would mean only a short term road closure of a 2hrs or overnight works. The AP’s requested provision which would result in no erection of scaffolding on their land, which aligns to Option 3 has been ruled out by Essex CC Highways due to the impact on their highway network of the resultant closure of approximately 12 weeks. The Applicant is seeking TRO powers which include for the temporary stopping up of Newney Green. The primary purpose of seeking these powers is for the closure of Newney Green for two short durations (typically this may take place over a 2 hour period) to facilitate safe installation and removal of netting across the carriageway consistent with Options 1 and 2. This allows conductor stringing works to safely be carried out over the active highway.”

- 2.3.7 It is noted that neither Essex County Council nor NGET had any evidence of the impact on the number of highway users to underpin their views in relation to Newney Green. In order to provide context to the level of impact to highway users of a temporary closure on Newney Green, ARU Writtle commissioned a traffic survey on Newney Green. The traffic survey took place between 27 June and 3 July 2026 and counted total two way traffic flows across the week. The survey picked up all vehicle types and a range of vehicles including cycles, cars and HGVs.
- 2.3.8 The Annual Average Daily Two-Way Traffic (AADT) during the time period on Newney Green is 377 vehicles, which equates to an average of 16 vehicles per hour with a peak of about 30 vehicles. In our expert experience, this is a very low level of two-way traffic, and, as such, the

level of daily traffic likely to be impacted by a temporary closure is very low. A summary of the traffic flows is included at **Table 1** and **Table 2** below, with the full survey included as an Annex to this submission.

- 2.3.9 When further considering the impacts of a temporary road closure (we can already see that the numbers of impacted vehicles is very low), the only properties that would be directly impacted in some way by the temporary closure are those in the community of Newney Green to the West of ARU Writtle, plus potentially some local agricultural landowners, given all other locations in the area are more directly accessible from other routes, as presented at **Figure 2.2 and 2.3 below**, which show that vehicles would normally route via alternative routes if approaching from the south/southeast and north/west.
- 2.3.10 Looking at the journey time images below (at **Figure 2.2 to 2.5**), we can see that in reality it is only journeys *specifically between* Writtle and Newney Green that would be impacted and then only in terms of an increase in journey time, because journeys from Chelmsford, for instance, can use an alternative route via Roxwell Road with no impact on journey time (see **Figure 2.4 and 2.5** below).
- 2.3.11 Even when considering those journey times between Writtle and Newney Green, the increase in vehicle journey time is only approximately 1-2 minutes from centre to centre (as shown in **Figure 2.6 and 2.7**). It is also worth noting that the actual impacted journeys, in terms of an increased journey times (i.e. those journeys specifically between Newney Green and Writtle), are only likely to be a *proportion* of the total 377 daily journeys surveyed. On this basis, a temporary road closure on Newney Green results in a small impact on both journey time and vehicle numbers, which should be considered against the significant and extended period of resulting impact on ARU Writtle's operations caused by ground compression from NGET's scaffolding weighing on the bear ground surface of ARU paddocks, and the approximate 18 month recovery period of the ground surface before it reforms to safe use by horses traversing that same surface.
- 2.3.12 In addition, it is good practice for any temporary road closure for the Main Contractor to notify local residents of a temporary closure before it happens (usually via a letter drop and via advanced warning signs at the location of the closure). As a result, in most cases residents should normally be able to adjust their journey route from the first day of the temporary closure, which would essentially negate *any* impact on the person's journey time. However, even if this was not the case, as soon as a resident became aware of the closure from their first experience of approaching it (and seeing the temporary closure sign standing on the highway) they would be able to adjust meaning that it would only be the one journey in which they would experience a more than 1-to-2-minute impact on their journey time by car.
- 2.3.13 Therefore, based on evidence, there would be no long term material impact for the local community as a result of the temporary closure of part of Newney Green inside of the breadth of the "*Rochdale*" Envelope Order limits stated by the draft DCO, and likewise, no material impact for other road users, but only on the basis NGET can be expected to include in the detail of its Article 49(1)(b) TRO reasonable mitigation along the diversion route for all road users as part of the exercise of that power by NGET.

- 2.3.14 In summary, the Applicant is now proposing to construct an access into the ARU Writtle site from Newney Green highway to construct an on-site scaffolding and netting bridge, which would result in paddock ground compression within the ARU Writtle site. These impacts can be avoided by NGET merely exercising its Article 49(1)(b) and Schedule 13 proposed powers to “prohibit vehicular access” for a temporary period of cable stringing across the then closed Newney Green to traffic for (as NGET currently asserts) a period of up to 12 weeks , which would have no or at most a *minimal* impact on highway users both in terms of numbers and journey time, which would be short term, and would also negate the need to construct any access into the ARU Writtle site.
- 2.3.15 On the basis of the evidence of Newney Green highway users, it is clear that the temporary closure of the part of the highway inside the Order limits, by means of NGET exercising its proposed DCO specific Article 49(1)(b) and Schedule 13 “prohibition on vehicular access” powers, would result in no long term material impact on highway users, and would result in no or minimal short term impacts on those users. By contrast, the weight of scaffolding on paddock ground surface in ARU Writtle land would compress that surface and create a danger to horses of the 90 strong herd living at ARU Writtle for the reasons given by ARU experts, and so result to sterilise extents of the paddocks for some 18 months. .

Table 1 – AADT Survey Results (Hourly)

Hour	Weekday Average
0000-0100	1
0100-0200	0.4
0200-0300	0
0300-0400	0.6
0400-0500	1
0500-0600	4.2
0600-0700	8.8
0700-0800	15.8
0800-0900	22.4
0900-1000	18
1000-1100	29.2
1100-1200	28.4
1200-1300	30.6
1300-1400	31.4
1400-1500	28
1500-1600	29.4
1600-1700	31.8
1700-1800	23.4
1800-1900	23
1900-2000	18.6
2000-2100	15
2100-2200	7.6
2200-2300	5
2300-2400	3.6

Table 2 – AADT Survey Results (Daily)

Totals	Weekday Average
0700-1900	311.4
0600-2200	361.4
0600-0000	370
0000-0000	377.2

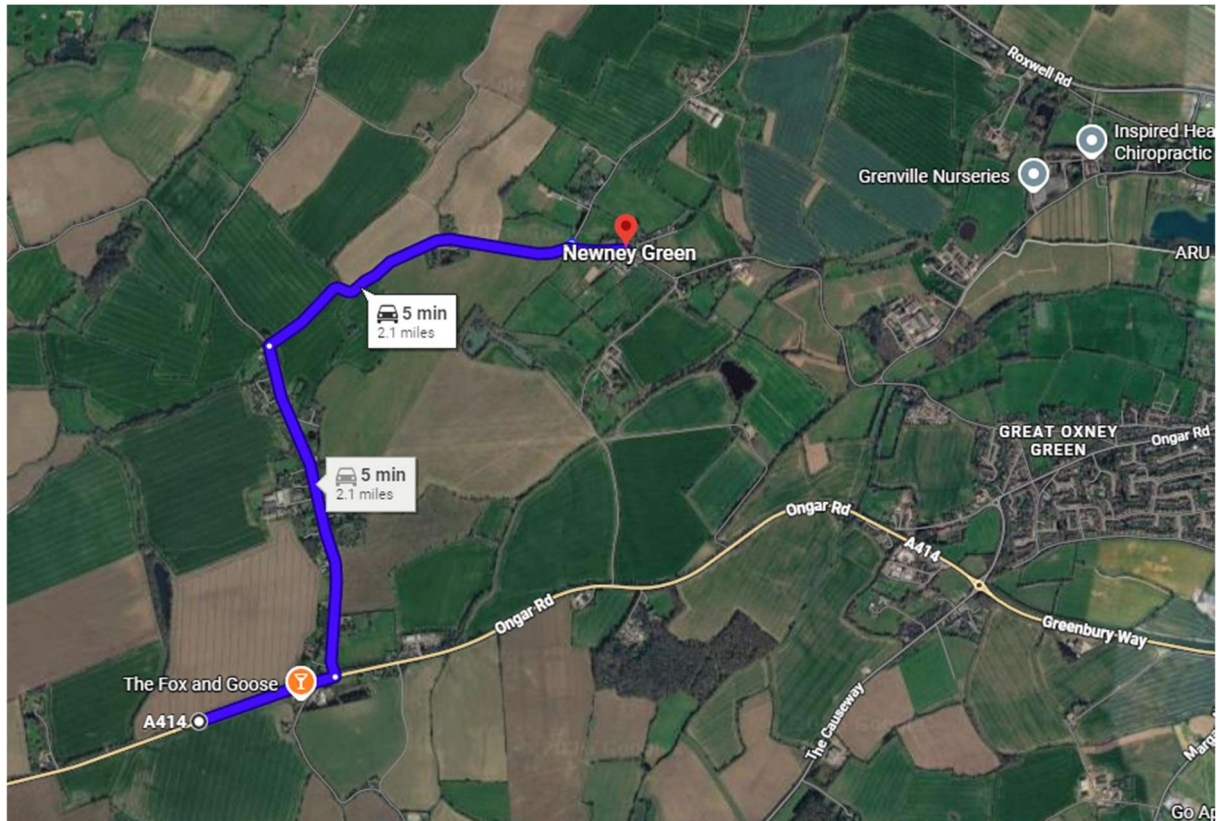


Figure 2.2 – Journey Time and Route between A414 (south/west) and Newney Green

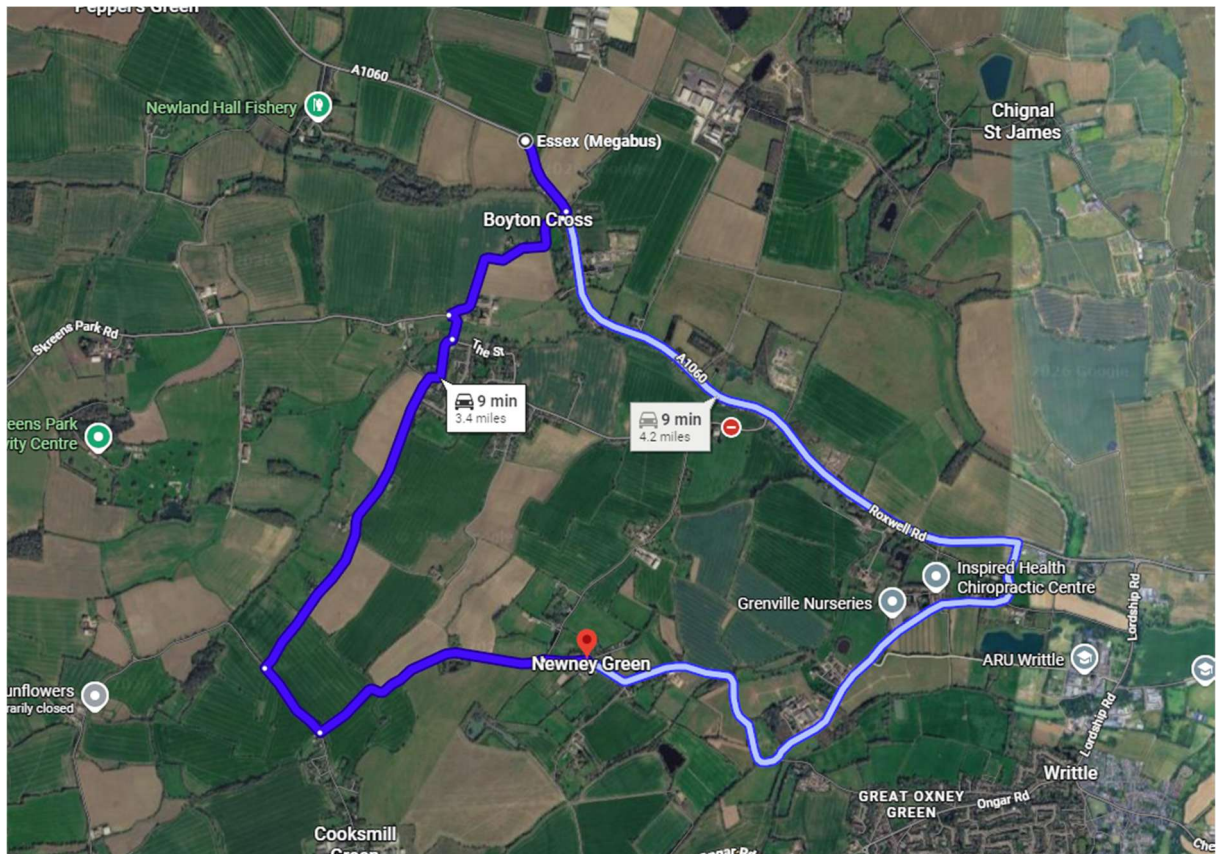


Figure 2.3 – Journey Time and Route between A1060 (north) Newney Green

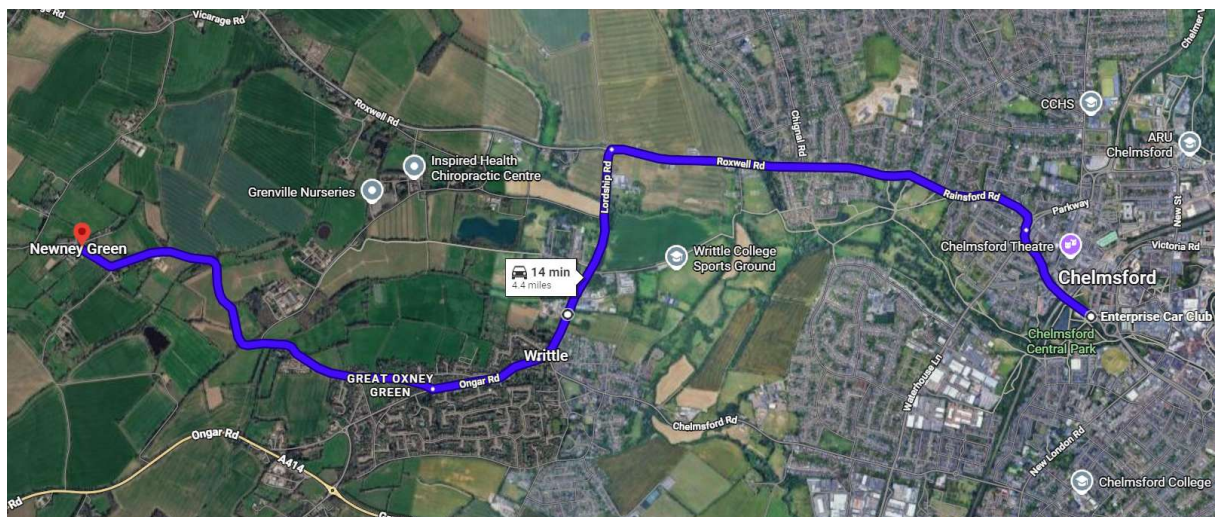


Figure 2.4 – Journey Time and Route between Chelmsford and Newney Green (Via Newney Green highway)

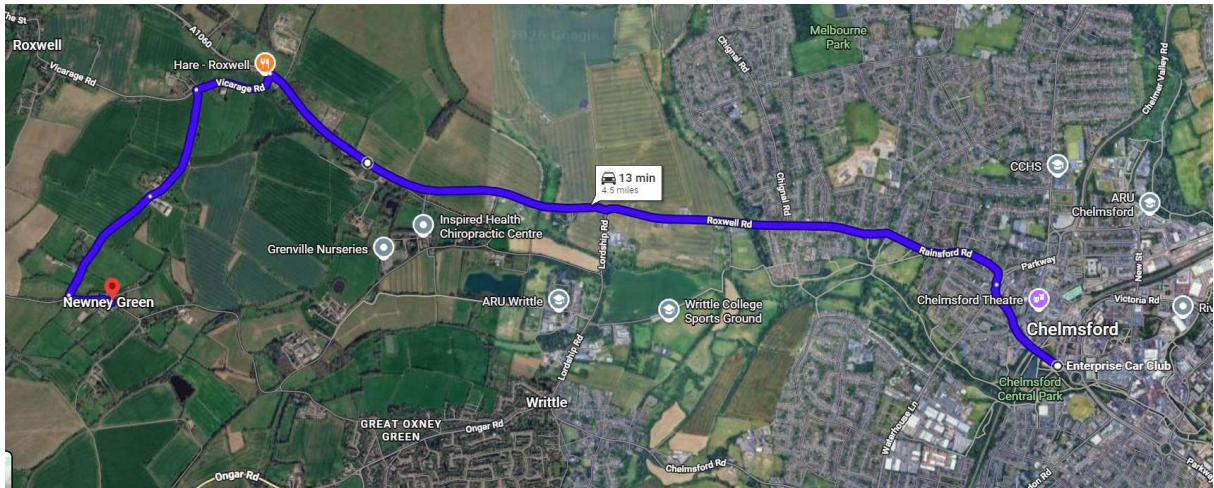


Figure 2.5 – Journey Time and Route between Chelmsford and Newney Green (Via Roxwell Road)

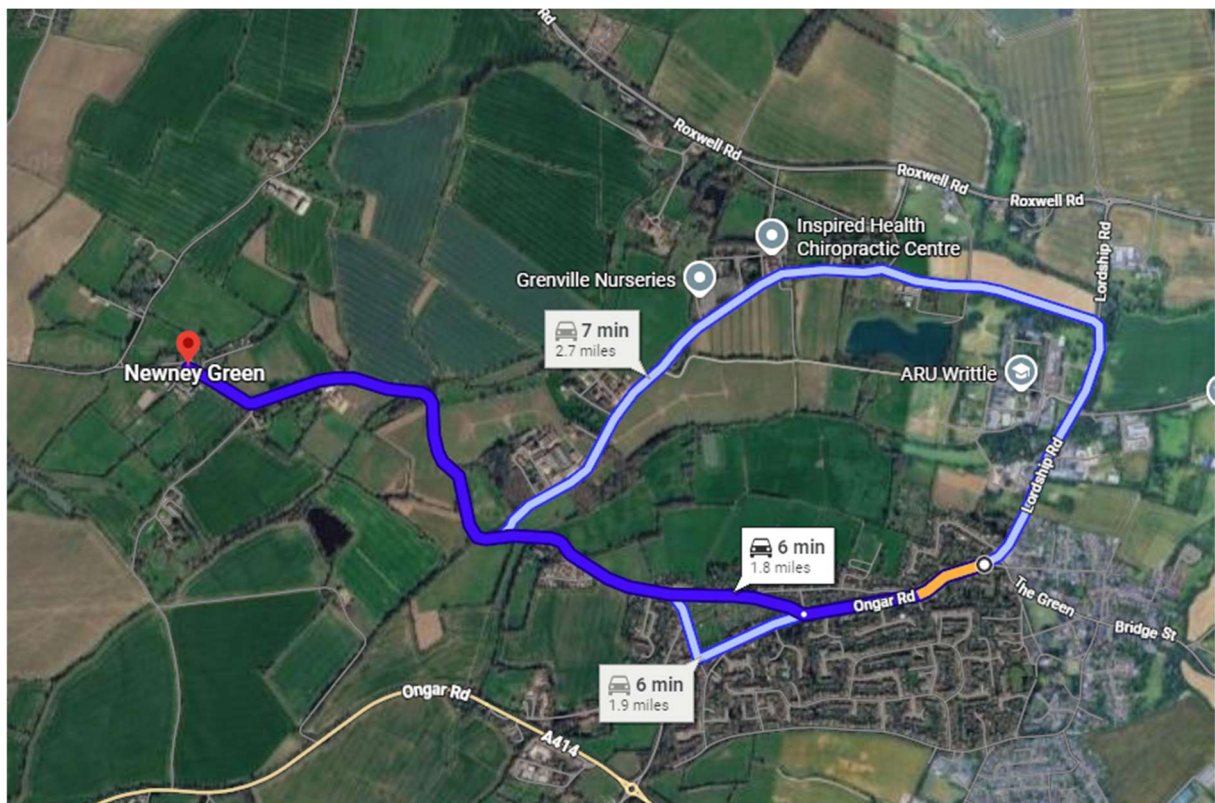


Figure 2.6 — Journey Time and Route between Writtle and Newney Green (Via Newney Green road)

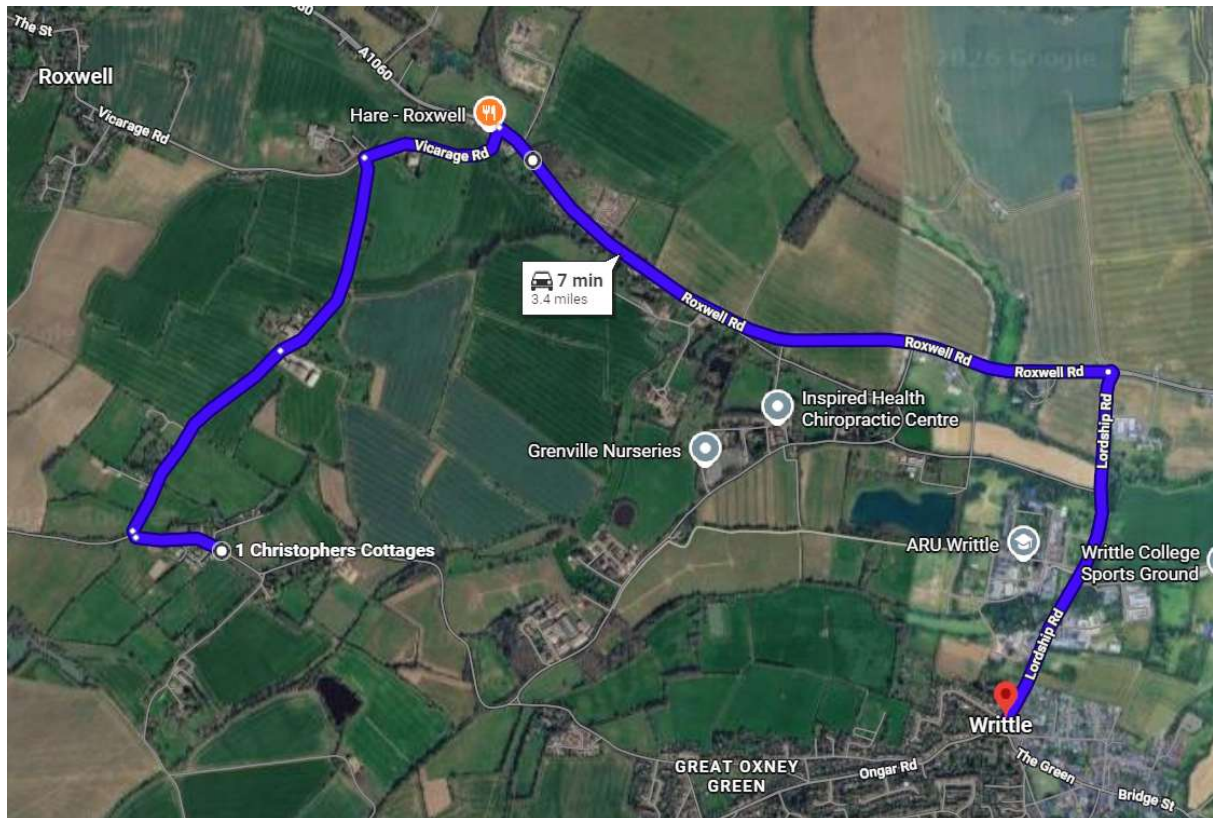


Figure 2.7 — Journey Time and Route between Writtle and Newney Green (Via Roxwell Road)

ANNEX A - TRAFFIC SURVEY



SITE: ATC - Writtle Chelmsford CM1 3SD

	Northbound	Southbound
Total	1295	1149
Mean Speed	22.1	21.5
85%	27.2	27.7

CLASS NUMBER	CLASSIFICATION NAME
1	BICYCLE
2	MOTORCYCLE
3	CAR
4	LGV
5	OGV1 (R2)
6	OGV1 (R3)
7	OGV1 (R4)
8	OGV2
9	OGV2
10	OGV2
11	BUS

Class	Type	Axles	SP1	SP2	SP3	SP4	SP5
1	C	2	0 - 1.06				
2	O	2	1.06 - 1.70				
3	CAR	2	1.70 - 2.64				
		3	1.89 - 2.95	3.50 - 6.00			
		3	1.89 - 2.95	1.90 - 4.00			
		4	1.89 - 2.95	1.90 - 6.00	0.50 - 1.30		
4	LGV	2	2.64 - 3.75				
5	R2	2	3.75 - 6.00				
6	R3	3	2.00 - 6.00	1.00 - 1.90			
		3	1.00 - 1.88	2.00 - 12.00			
7	R4	4	1.00 - 1.90	2.00 - 12.00	1.00 - 1.90		
		4	3.00 - 9.00	1.00 - 2.50	1.00 - 2.50		
8	A3	3	2.95 - 9.20	1.90 - 4.00			
		4	2.95 - 12.00	2.00 - 12.00	2.50 - 12.00		
		4	2.95 - 9.20	2.50 - 9.00	0.50 - 2.50		
		3	1.89 - 3.99	3.50 - 15.00			
		4	1.89 - 3.99	3.50 - 15.00	1.05 - 2.50		
9	A4	4	1.89 - 2.95	3.50 - 6.00	1.05 - 1.30		
		4	1.00 - 1.90	1.90 - 12.00	2.00 - 15.00		
		4	1.70 - 5.25	1.00 - 1.90	2.00 - 15.00		
10	A5+	5	2.00 - 12.00	1.00 - 12.00	2.00 - 12.00	1.00 - 1.90	
		5	2.00 - 12.00	1.00 - 1.90	1.90 - 12.00	2.50 - 12.00	
		6	2.00 - 12.00	1.00 - 1.90	1.90 - 12.00	2.00 - 12.00	1.00 - 1.90
		5	1.70 - 5.25	1.00 - 1.90	2.00 - 15.00	1.00 - 2.50	
		5	1.00 - 1.90	1.90 - 12.00	2.00 - 15.00	1.00 - 2.50	
		5	2.00 - 12.00	2.00 - 15.00	0.70 - 1.80	0.70 - 1.80	
		6	1.90 - 5.25	1.00 - 1.90	2.00 - 15.00	1.00 - 1.90	1.00 - 1.90
		7					
11	BUS	2	6.00 - 12.00				
		3	6.00 - 12.00	1.00 - 1.90			



SITE: ATC - Writtle Chelmsford CM1 3SD

LOCATION: Attached to telegraph pole

GRID REFERENCE: 51.734383, 0.400974

DIRECTION: NORTHBOUND

SPEED LIMIT: NSL

27 June 2026

Time [--]	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0300	1	0	0	1	0	0	0	0	0	0	0	0	30.6	-	
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0500	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0600	1	0	0	0	1	0	0	0	0	0	0	0	20.8	-	
0700	5	2	0	2	1	0	0	0	0	0	0	0	20.9	-	
0800	12	6	0	3	1	0	0	1	0	0	1	0	18.7	25.4	
0900	10	9	0	0	1	0	0	0	0	0	0	0	17.6	-	
1000	13	3	0	8	1	0	0	0	0	0	1	0	21.2	24.4	
1100	15	5	0	8	2	0	0	0	0	0	0	0	22.3	28.4	
1200	10	0	2	5	3	0	0	0	0	0	0	0	19.9	-	
1300	10	1	2	5	2	0	0	0	0	0	0	0	20.1	-	
1400	21	2	0	16	3	0	0	0	0	0	0	0	24.4	31.2	
1500	13	0	1	12	0	0	0	0	0	0	0	0	23	26.4	
1600	7	2	0	4	1	0	0	0	0	0	0	0	17.2	-	
1700	3	0	0	3	0	0	0	0	0	0	0	0	23.7	-	
1800	5	0	0	2	3	0	0	0	0	0	0	0	22.6	-	
1900	7	1	1	2	3	0	0	0	0	0	0	0	19.1	-	
2000	3	0	0	2	1	0	0	0	0	0	0	0	23.2	-	
2100	3	0	0	2	1	0	0	0	0	0	0	0	25	-	
2200	2	0	0	1	1	0	0	0	0	0	0	0	29.3	-	
2300	2	0	0	1	1	0	0	0	0	0	0	0	24.2	-	
07-19	124	30	5	68	18	0	0	1	0	0	2	0	21.2	25.6	
06-22	138	31	6	74	24	0	0	1	0	0	2	0	21.2	25.6	
06-00	142	31	6	76	26	0	0	1	0	0	2	0	21.4	25.9	

00-00	143	31	6	77	26	0	0	1	0	0	2	0	21.5	26	
-------	-----	----	---	----	----	---	---	---	---	---	---	---	------	----	--

28 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	2	0	0	1	1	0	0	0	0	0	0	0	24.9 -		
0100	0	0	0	0	0	0	0	0	0	0	0	0	- -		
0200	0	0	0	0	0	0	0	0	0	0	0	0	- -		
0300	0	0	0	0	0	0	0	0	0	0	0	0	- -		
0400	1	0	0	1	0	0	0	0	0	0	0	0	19.6 -		
0500	1	1	0	0	0	0	0	0	0	0	0	0	15.8 -		
0600	5	2	1	1	1	0	0	0	0	0	0	0	19.2 -		
0700	8	4	0	4	0	0	0	0	0	0	0	0	19.3 -		
0800	6	4	0	2	0	0	0	0	0	0	0	0	16 -		
0900	19	6	7	5	0	0	0	0	0	0	1	0	19.4	25.4	
1000	10	3	1	4	1	0	0	0	0	0	1	0	17 -		
1100	13	7	1	4	1	0	0	0	0	0	0	0	18.6	24.8	
1200	9	3	0	4	2	0	0	0	0	0	0	0	19.4 -		
1300	9	5	1	3	0	0	0	0	0	0	0	0	21.1 -		
1400	11	4	1	3	3	0	0	0	0	0	0	0	19.9	26	
1500	10	2	2	6	0	0	0	0	0	0	0	0	18.5 -		
1600	14	2	1	7	4	0	0	0	0	0	0	0	22.3	26	
1700	9	2	1	4	2	0	0	0	0	0	0	0	24.3 -		
1800	6	3	1	2	0	0	0	0	0	0	0	0	18.9 -		
1900	7	2	0	2	1	1	0	1	0	0	0	0	19.6 -		
2000	8	0	2	5	1	0	0	0	0	0	0	0	21.3 -		
2100	2	1	0	1	0	0	0	0	0	0	0	0	20.8 -		
2200	5	0	0	4	1	0	0	0	0	0	0	0	28.4 -		
2300	1	0	0	1	0	0	0	0	0	0	0	0	19.6 -		
07-19	124	45	16	48	13	0	0	0	0	0	2	0	19.7	25.2	
06-22	146	50	19	57	16	1	0	1	0	0	2	0	19.8	25.3	
06-00	152	50	19	62	17	1	0	1	0	0	2	0	20.1	25.4	
00-00	156	51	19	64	18	1	0	1	0	0	2	0	20.1	25.4	

29 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0400	1	0	0	1	0	0	0	0	0	0	0	0	24.7	-	
0500	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0600	6	2	0	3	1	0	0	0	0	0	0	0	19.9	-	
0700	6	0	0	4	2	0	0	0	0	0	0	0	23.2	-	
0800	12	0	0	9	2	1	0	0	0	0	0	0	24.5	27.1	
0900	10	3	0	3	3	0	0	0	1	0	0	0	18.8	-	
1000	16	2	1	12	1	0	0	0	0	0	0	0	20.3	26.7	
1100	10	1	0	3	6	0	0	0	0	0	0	0	24.6	-	
1200	11	2	0	6	1	2	0	0	0	0	0	0	22.8	27.5	
1300	12	2	1	1	5	3	0	0	0	0	0	0	21.2	25.8	
1400	10	5	1	3	0	1	0	0	0	0	0	0	19.1	-	
1500	10	2	1	3	3	1	0	0	0	0	0	0	20	-	
1600	10	1	1	6	2	0	0	0	0	0	0	0	21.4	-	
1700	15	1	0	11	1	2	0	0	0	0	0	0	22.1	26.4	
1800	14	3	0	9	1	1	0	0	0	0	0	0	23	27.2	
1900	9	3	0	5	1	0	0	0	0	0	0	0	22.2	-	
2000	10	4	0	5	1	0	0	0	0	0	0	0	20	-	
2100	2	0	0	2	0	0	0	0	0	0	0	0	20.4	-	
2200	3	0	0	2	1	0	0	0	0	0	0	0	25.7	-	
2300	1	0	0	1	0	0	0	0	0	0	0	0	23.7	-	
07-19	136	22	5	70	27	11	0	0	1	0	0	0	21.7	26.6	
06-22	163	31	5	85	30	11	0	0	1	0	0	0	21.6	26.6	
06-00	167	31	5	88	31	11	0	0	1	0	0	0	21.6	26.6	
00-00	168	31	5	89	31	11	0	0	1	0	0	0	21.7	26.6	

30 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	1	0	0	1	0	0	0	0	0	0	0	0	32.3	-	
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0300	1	0	0	1	0	0	0	0	0	0	0	0	33.4	-	
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0500	3	0	1	1	1	0	0	0	0	0	0	0	20.7	-	
0600	2	1	0	0	1	0	0	0	0	0	0	0	16.5	-	
0700	10	2	1	3	4	0	0	0	0	0	0	0	21.2	-	
0800	7	1	1	3	2	0	0	0	0	0	0	0	21.1	-	
0900	9	2	0	4	2	1	0	0	0	0	0	0	20.7	-	
1000	24	3	2	10	7	2	0	0	0	0	0	0	20.8	27.9	
1100	22	3	0	8	6	4	0	0	0	0	1	0	21.3	26.8	
1200	23	2	0	13	6	1	0	1	0	0	0	0	22.6	26	
1300	16	0	1	10	3	2	0	0	0	0	0	0	24.5	27.8	
1400	15	1	0	7	5	0	0	1	1	0	0	0	24	27.9	
1500	19	2	0	13	3	1	0	0	0	0	0	0	24.1	27.8	
1600	18	2	0	9	5	2	0	0	0	0	0	0	24.3	28	
1700	21	2	2	15	2	0	0	0	0	0	0	0	22.9	28.6	
1800	20	3	2	10	4	1	0	0	0	0	0	0	21	29.5	
1900	8	2	1	4	0	0	0	0	0	0	1	0	21.2	-	
2000	8	2	1	4	1	0	0	0	0	0	0	0	20.1	-	
2100	8	0	0	6	2	0	0	0	0	0	0	0	22	-	
2200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
2300	2	0	0	2	0	0	0	0	0	0	0	0	23.6	-	
07-19	204	23	9	105	49	14	0	2	1	0	1	0	22.5	27.3	
06-22	230	28	11	119	53	14	0	2	1	0	2	0	22.3	27.3	
06-00	232	28	11	121	53	14	0	2	1	0	2	0	22.3	27.3	
00-00	237	28	12	124	54	14	0	2	1	0	2	0	22.3	27.3	

01 July 2026

[illegible]

02 July 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0400	1	0	0	1	0	0	0	0	0	0	0	0	22.7	-	
0500	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0600	5	1	0	3	1	0	0	0	0	0	0	0	21.9	-	
0700	10	3	0	2	4	0	1	0	0	0	0	0	21.1	-	
0800	8	1	0	5	2	0	0	0	0	0	0	0	22.7	-	
0900	4	0	0	2	2	0	0	0	0	0	0	0	23.2	-	
1000	6	2	0	3	1	0	0	0	0	0	0	0	18.1	-	
1100	4	1	1	0	2	0	0	0	0	0	0	0	16.2	-	
1200	15	4	1	8	2	0	0	0	0	0	0	0	20.5	25.1	
1300	11	1	0	6	2	2	0	0	0	0	0	0	26.3	30.6	
1400	16	2	1	8	4	1	0	0	0	0	0	0	21.3	26.9	
1500	9	1	1	5	2	0	0	0	0	0	0	0	21.5	-	
1600	17	3	0	10	3	1	0	0	0	0	0	0	23.1	27.9	
1700	9	1	0	5	3	0	0	0	0	0	0	0	22.7	-	
1800	10	2	0	7	1	0	0	0	0	0	0	0	22.4	-	
1900	7	1	0	6	0	0	0	0	0	0	0	0	22.4	-	
2000	10	3	3	1	1	0	1	1	0	0	0	0	17.4	-	
2100	1	0	0	1	0	0	0	0	0	0	0	0	16.8	-	
2200	1	0	0	1	0	0	0	0	0	0	0	0	17.6	-	
2300	3	0	0	3	0	0	0	0	0	0	0	0	17.5	-	
07-19	119	21	4	61	28	4	1	0	0	0	0	0	21.9	26.5	
06-22	142	26	7	72	30	4	2	1	0	0	0	0	21.6	26.3	
06-00	146	26	7	76	30	4	2	1	0	0	0	0	21.5	26.3	
00-00	147	26	7	77	30	4	2	1	0	0	0	0	21.5	26.3	

03 July 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85	
0000	1	0	0	1	0	0	0	0	0	0	0	0	26.4	-	
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-	
0400	1	0	0	1	0	0	0	0	0	0	0	0	26.5	-	
0500	2	1	0	1	0	0	0	0	0	0	0	0	26.1	-	
0600	4	0	0	4	0	0	0	0	0	0	0	0	23.1	-	
0700	9	2	0	3	4	0	0	0	0	0	0	0	22.2	-	
0800	9	4	0	3	1	0	0	0	1	0	0	0	20.7	-	
0900	18	1	1	11	3	1	0	0	1	0	0	0	23.2	27.9	
1000	16	5	0	9	2	0	0	0	0	0	0	0	20.1	26.2	
1100	25	3	1	14	6	0	0	0	1	0	0	0	21.8	26.3	
1200	30	2	2	15	7	4	0	0	0	0	0	0	24.8	30.2	
1300	21	2	1	12	4	1	0	0	0	0	0	1	22.8	27.1	
1400	19	1	0	12	3	3	0	0	0	0	0	0	24.2	27.6	
1500	20	1	0	7	9	3	0	0	0	0	0	0	25.1	29.7	
1600	18	0	0	12	5	1	0	0	0	0	0	0	25.4	28.7	
1700	17	0	0	13	3	1	0	0	0	0	0	0	25.8	28.9	
1800	22	3	2	12	5	0	0	0	0	0	0	0	24.3	30	
1900	12	2	1	6	2	1	0	0	0	0	0	0	25.1	31.6	
2000	4	0	0	2	1	1	0	0	0	0	0	0	24.6	-	
2100	1	0	0	1	0	0	0	0	0	0	0	0	21.5	-	
2200	6	0	0	6	0	0	0	0	0	0	0	0	23.9	-	
2300	2	0	0	2	0	0	0	0	0	0	0	0	22.4	-	
07-19	224	24	7	123	52	14	0	0	3	0	0	1	23.6	28.3	
06-22	245	26	8	136	55	16	0	0	3	0	0	1	23.7	28.3	
06-00	253	26	8	144	55	16	0	0	3	0	0	1	23.7	28.3	
00-00	257	27	8	147	55	16	0	0	3	0	0	1	23.7	28.3	

[illegible]

[illegible]

28 June 2026

[illegible]

29 June 2026

[illegible]

30 June 2026

[illegible]

01 July 2026

[illegible]

02 July 2026

[illegible]

03 July 2026

[illegible]

Grand Total[illegible]



SITE: ATC - Writtle Chelmsford CM1 3SD

LOCATION: Attached to telegraph pole

GRID REFERENCE: 51.734383, 0.400974

DIRECTION: NORTHBOUND

SPEED LIMIT: NSL

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Averages	
	27-Jun	28-Jun	29-Jun	30-Jun	01-Jul	02-Jul	03-Jul	1-5.	1-7.
Hour									
0000-0100	0	2	0	1	1	0	1	0.6	0.7
0100-0200	0	0	0	0	1	0	0	0.2	0.1
0200-0300	0	0	0	0	0	0	0	0	0
0300-0400	1	0	0	1	0	0	0	0.2	0.3
0400-0500	0	1	1	0	0	1	1	0.6	0.6
0500-0600	0	1	0	3	2	0	2	1.4	1.1
0600-0700	1	5	6	2	9	5	4	5.2	4.6
0700-0800	5	8	6	10	14	10	9	9.8	8.9
0800-0900	12	6	12	7	22	8	9	11.6	10.9
0900-1000	10	19	10	9	9	4	18	10	11.3
1000-1100	13	10	16	24	16	6	16	15.6	14.4
1100-1200	15	13	10	22	4	4	25	13	13.3
1200-1300	10	9	11	23	6	15	30	17	14.9
1300-1400	10	9	12	16	16	11	21	15.2	13.6
1400-1500	21	11	10	15	9	16	19	13.8	14.4
1500-1600	13	10	10	19	11	9	20	13.8	13.1
1600-1700	7	14	10	18	20	17	18	16.6	14.9
1700-1800	3	9	15	21	10	9	17	14.4	12
1800-1900	5	6	14	20	7	10	22	14.6	12
1900-2000	7	7	9	8	11	7	12	9.4	8.7
2000-2100	3	8	10	8	9	10	4	8.2	7.4
2100-2200	3	2	2	8	7	1	1	3.8	3.4
2200-2300	2	5	3	0	2	1	6	2.4	2.7
2300-2400	2	1	1	2	1	3	2	1.8	1.7
Totals									
0700-1900	124	124	136	204	144	119	224	165.4	153.6
0600-2200	138	146	163	230	180	142	245	192	177.7
0600-0000	142	152	167	232	183	146	253	196.2	182.1
0000-0000	143	156	168	237	187	147	257	199.2	185
AM Peak	1100	900	1000	1000	800	700	1100		
	15	19	16	24	22	10	25		
PM Peak	1400	1600	1700	1200	1600	1600	1200		
	21	14	15	23	20	17	30		



SITE: ATC - Writtle Chelmsford CM1 3SD

LOCATION: Attached to telegraph pole

GRID REFERENCE: 51.734383, 0.400974

DIRECTION: SOUTHBOUND

SPEED LIMIT: NSL

27 June 2026

Time [--]	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	1	0	0	1	0	0	0	0	0	0	0	0	28.1	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	1	0	0	0	1	0	0	0	0	0	0	0	23.5	-
0700	4	0	0	4	0	0	0	0	0	0	0	0	23.6	-
0800	9	4	0	2	3	0	0	0	0	0	0	0	17.9	-
0900	6	2	0	3	1	0	0	0	0	0	0	0	19.4	-
1000	17	7	2	5	3	0	0	0	0	0	0	0	17.8	26.6
1100	10	2	0	3	4	0	0	1	0	0	0	0	20.2	-
1200	7	1	1	3	2	0	0	0	0	0	0	0	20.7	-
1300	11	3	1	6	1	0	0	0	0	0	0	0	20.7	26.8
1400	11	3	0	6	2	0	0	0	0	0	0	0	19.1	26.6
1500	5	0	0	3	2	0	0	0	0	0	0	0	24.4	-
1600	9	0	2	4	2	0	0	1	0	0	0	0	18.4	-
1700	6	0	0	3	2	1	0	0	0	0	0	0	25	-
1800	3	1	0	1	1	0	0	0	0	0	0	0	18	-
1900	9	0	0	7	2	0	0	0	0	0	0	0	23.2	-
2000	4	0	0	2	2	0	0	0	0	0	0	0	25.6	-
2100	2	0	1	1	0	0	0	0	0	0	0	0	23.6	-
2200	1	0	0	0	1	0	0	0	0	0	0	0	23.3	-
2300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
07-19	98	23	6	43	23	1	0	2	0	0	0	0	19.9	26.1
06-22	114	23	7	53	28	1	0	2	0	0	0	0	20.5	26.1
06-00	115	23	7	53	29	1	0	2	0	0	0	0	20.5	26.1

00-00	116	23	7	54	29	1	0	2	0	0	0	0	20.6	26.1
-------	-----	----	---	----	----	---	---	---	---	---	---	---	------	------

28 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	2	0	1	1	0	0	0	0	0	0	0	0	16.3	-
0700	5	2	1	1	1	0	0	0	0	0	0	0	15	-
0800	7	5	1	0	1	0	0	0	0	0	0	0	12.9	-
0900	12	6	0	6	0	0	0	0	0	0	0	0	16.9	25.1
1000	15	6	0	6	3	0	0	0	0	0	0	0	18.8	26.4
1100	15	7	1	5	1	0	0	1	0	0	0	0	14.9	22.5
1200	12	3	0	3	3	3	0	0	0	0	0	0	21	27.3
1300	10	3	0	5	0	0	0	1	0	0	1	0	16.5	-
1400	8	1	2	3	2	0	0	0	0	0	0	0	21.6	-
1500	12	4	0	3	3	1	0	1	0	0	0	0	18.8	28.7
1600	8	1	0	3	4	0	0	0	0	0	0	0	22.6	-
1700	10	3	1	4	2	0	0	0	0	0	0	0	20.8	-
1800	9	0	1	6	2	0	0	0	0	0	0	0	23.2	-
1900	7	4	0	3	0	0	0	0	0	0	0	0	14.8	-
2000	5	0	2	3	0	0	0	0	0	0	0	0	19.9	-
2100	3	0	1	2	0	0	0	0	0	0	0	0	25.3	-
2200	2	0	0	1	1	0	0	0	0	0	0	0	27.4	-
2300	1	0	0	1	0	0	0	0	0	0	0	0	22.9	-
07-19	123	41	7	45	22	4	0	3	0	0	1	0	18.6	25.8
06-22	140	45	11	54	22	4	0	3	0	0	1	0	18.6	25.8
06-00	143	45	11	56	23	4	0	3	0	0	1	0	18.7	25.8
00-00	143	45	11	56	23	4	0	3	0	0	1	0	18.7	25.8

29 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	1	0	0	0	0	1	0	0	0	0	0	0	21.9	-
0500	2	0	0	1	1	0	0	0	0	0	0	0	24.5	-
0600	6	0	0	4	2	0	0	0	0	0	0	0	25.1	-
0700	3	1	0	2	0	0	0	0	0	0	0	0	18.9	-
0800	10	0	0	7	2	1	0	0	0	0	0	0	23.8	-
0900	6	1	0	5	0	0	0	0	0	0	0	0	20.6	-
1000	13	3	0	5	3	2	0	0	0	0	0	0	18	23.6
1100	19	4	1	10	3	1	0	0	0	0	0	0	19.6	25.7
1200	11	2	1	3	5	0	0	0	0	0	0	0	22.3	29.1
1300	17	2	3	4	3	4	0	0	1	0	0	0	20.2	26.9
1400	16	4	1	8	2	1	0	0	0	0	0	0	17.4	25.4
1500	15	3	1	6	4	0	1	0	0	0	0	0	21.1	27.5
1600	9	1	1	6	1	0	0	0	0	0	0	0	18.9	-
1700	4	0	0	3	1	0	0	0	0	0	0	0	24.6	-
1800	4	2	0	1	1	0	0	0	0	0	0	0	15.5	-
1900	6	1	3	1	1	0	0	0	0	0	0	0	17.1	-
2000	5	2	0	2	1	0	0	0	0	0	0	0	18.2	-
2100	4	0	0	4	0	0	0	0	0	0	0	0	20.2	-
2200	2	0	0	2	0	0	0	0	0	0	0	0	25.9	-
2300	2	0	0	2	0	0	0	0	0	0	0	0	26.5	-
07-19	127	23	8	60	25	9	1	0	1	0	0	0	20	26.1
06-22	148	26	11	71	29	9	1	0	1	0	0	0	20	26.2
06-00	152	26	11	75	29	9	1	0	1	0	0	0	20.2	26.4
00-00	155	26	11	76	30	10	1	0	1	0	0	0	20.3	26.6

30 June 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	2	0	0	1	1	0	0	0	0	0	0	0	37.1	-
0400	1	0	0	1	0	0	0	0	0	0	0	0	22	-
0500	3	0	0	2	1	0	0	0	0	0	0	0	26.1	-
0600	2	0	0	1	1	0	0	0	0	0	0	0	26.6	-
0700	9	2	1	4	2	0	0	0	0	0	0	0	21.5	-
0800	9	0	0	5	4	0	0	0	0	0	0	0	24.3	-
0900	7	0	0	6	1	0	0	0	0	0	0	0	20.3	-
1000	22	2	1	7	8	4	0	0	0	0	0	0	20.5	28.1
1100	21	1	1	8	4	7	0	0	0	0	0	0	21.6	27.4
1200	25	4	0	11	9	1	0	0	0	0	0	0	22.4	27.8
1300	18	3	0	10	2	1	0	1	1	0	0	0	20.8	28.1
1400	16	0	0	7	7	2	0	0	0	0	0	0	26.7	32.1
1500	18	1	0	9	6	2	0	0	0	0	0	0	23.2	27.9
1600	19	1	1	10	6	1	0	0	0	0	0	0	22.9	30.9
1700	12	3	0	6	3	0	0	0	0	0	0	0	21	25.6
1800	13	0	2	4	3	3	1	0	0	0	0	0	23	27.6
1900	11	2	1	7	1	0	0	0	0	0	0	0	21.8	26.7
2000	6	2	0	2	2	0	0	0	0	0	0	0	19.9	-
2100	4	0	0	4	0	0	0	0	0	0	0	0	22.7	-
2200	2	0	0	2	0	0	0	0	0	0	0	0	25.6	-
2300	1	0	0	1	0	0	0	0	0	0	0	0	32	-
07-19	189	17	6	87	55	21	1	1	1	0	0	0	22.4	28
06-22	212	21	7	101	59	21	1	1	1	0	0	0	22.3	28
06-00	215	21	7	104	59	21	1	1	1	0	0	0	22.4	28
00-00	221	21	7	108	61	21	1	1	1	0	0	0	22.6	28.1

01 July 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	2	0	0	1	1	0	0	0	0	0	0	0	27 -	
0100	1	0	0	1	0	0	0	0	0	0	0	0	23 -	
0200	0	0	0	0	0	0	0	0	0	0	0	0	- -	
0300	0	0	0	0	0	0	0	0	0	0	0	0	- -	
0400	0	0	0	0	0	0	0	0	0	0	0	0	- -	
0500	4	0	0	3	1	0	0	0	0	0	0	0	24.4 -	
0600	5	0	0	3	2	0	0	0	0	0	0	0	26.6 -	
0700	4	0	0	2	2	0	0	0	0	0	0	0	24.2 -	
0800	12	0	0	5	7	0	0	0	0	0	0	0	23.2	25.7
0900	7	1	1	3	1	1	0	0	0	0	0	0	20.9 -	
1000	9	2	1	4	1	1	0	0	0	0	0	0	18.7 -	
1100	14	5	0	5	3	0	0	1	0	0	0	0	18.4	26.1
1200	6	2	0	2	0	1	0	1	0	0	0	0	16.5 -	
1300	14	2	0	8	3	1	0	0	0	0	0	0	24.8	31.2
1400	12	1	1	6	2	1	0	1	0	0	0	0	20.3	26.7
1500	9	2	0	2	4	1	0	0	0	0	0	0	22.9 -	
1600	13	3	0	7	3	0	0	0	0	0	0	0	21.1	27.9
1700	5	0	0	1	3	0	0	0	0	0	1	0	23.9 -	
1800	7	2	0	2	3	0	0	0	0	0	0	0	20.4 -	
1900	8	1	0	6	0	1	0	0	0	0	0	0	23.5 -	
2000	8	4	0	2	1	1	0	0	0	0	0	0	18.5 -	
2100	4	0	0	3	1	0	0	0	0	0	0	0	21.6 -	
2200	4	1	0	3	0	0	0	0	0	0	0	0	27.2 -	
2300	2	0	0	1	1	0	0	0	0	0	0	0	26.7 -	
07-19	112	20	3	47	32	6	0	3	0	0	1	0	21.2	27.7
06-22	137	25	3	61	36	8	0	3	0	0	1	0	21.4	27.7
06-00	143	26	3	65	37	8	0	3	0	0	1	0	21.7	27.9
00-00	150	26	3	70	39	8	0	3	0	0	1	0	21.8	28.1

02 July 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	1	0	0	0	1	0	0	0	0	0	0	0	28.6	-
0600	2	0	0	2	0	0	0	0	0	0	0	0	27.3	-
0700	8	2	0	3	3	0	0	0	0	0	0	0	21.3	-
0800	10	1	0	5	4	0	0	0	0	0	0	0	23.1	-
0900	1	0	0	0	1	0	0	0	0	0	0	0	23.3	-
1000	11	2	0	4	3	2	0	0	0	0	0	0	22.1	28.6
1100	5	1	0	0	4	0	0	0	0	0	0	0	17.8	-
1200	13	1	2	5	4	1	0	0	0	0	0	0	21.6	26.6
1300	12	0	1	8	1	2	0	0	0	0	0	0	24.9	31.5
1400	9	2	0	4	2	1	0	0	0	0	0	0	21.7	-
1500	15	3	1	5	4	1	0	0	1	0	0	0	20.2	25.2
1600	12	1	0	7	2	1	0	0	1	0	0	0	22	25.2
1700	8	2	0	3	3	0	0	0	0	0	0	0	21.2	-
1800	4	2	1	1	0	0	0	0	0	0	0	0	19.5	-
1900	9	1	0	7	1	0	0	0	0	0	0	0	21.8	-
2000	11	4	1	2	1	1	0	1	0	0	1	0	18	22.9
2100	5	0	1	3	1	0	0	0	0	0	0	0	19.4	-
2200	1	0	0	1	0	0	0	0	0	0	0	0	32.8	-
2300	2	0	0	2	0	0	0	0	0	0	0	0	21.5	-
07-19	108	17	5	45	31	8	0	0	2	0	0	0	21.7	26.7
06-22	135	22	7	59	34	9	0	1	2	0	1	0	21.4	26.7
06-00	138	22	7	62	34	9	0	1	2	0	1	0	21.5	26.7
00-00	139	22	7	62	35	9	0	1	2	0	1	0	21.6	26.8

03 July 2026

Time [--	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Mean	Vpp 85
0000	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	4	0	0	3	1	0	0	0	0	0	0	0	27.9	-
0600	3	1	0	2	0	0	0	0	0	0	0	0	24.1	-
0700	6	1	0	4	1	0	0	0	0	0	0	0	22.2	-
0800	13	1	1	3	5	3	0	0	0	0	0	0	20.5	28.7
0900	19	2	1	11	3	1	0	0	1	0	0	0	22.1	28.3
1000	13	1	1	6	4	0	0	1	0	0	0	0	21.3	29.5
1100	18	2	1	9	4	1	0	0	1	0	0	0	19.5	24.1
1200	13	2	0	4	6	1	0	0	0	0	0	0	21.4	28.5
1300	20	3	1	9	4	3	0	0	0	0	0	0	23.1	32.9
1400	18	1	2	8	4	2	0	0	0	0	0	1	26.3	33.5
1500	21	0	2	14	3	1	0	1	0	0	0	0	24	30.2
1600	23	1	0	14	7	1	0	0	0	0	0	0	25.3	30.7
1700	16	2	1	7	4	2	0	0	0	0	0	0	24	30.4
1800	14	0	0	7	7	0	0	0	0	0	0	0	26.9	30.3
1900	12	3	1	5	1	1	0	1	0	0	0	0	19.5	26.7
2000	4	1	0	2	1	0	0	0	0	0	0	0	21.8	-
2100	2	0	0	2	0	0	0	0	0	0	0	0	27.7	-
2200	4	0	0	3	1	0	0	0	0	0	0	0	22.1	-
2300	2	0	0	2	0	0	0	0	0	0	0	0	23.8	-
07-19	194	16	10	96	52	15	0	2	2	0	0	1	23.2	29.4
06-22	215	21	11	107	54	16	0	3	2	0	0	1	23.1	29.4
06-00	221	21	11	112	55	16	0	3	2	0	0	1	23.1	29.4
00-00	225	21	11	115	56	16	0	3	2	0	0	1	23.1	29.4

[illegible]

[illegible]

28 June 2026

[illegible]

29 June 2026

[illegible]

30 June 2026

[illegible]

01 July 2026

[illegible]

02 July 2026

[illegible]

03 July 2026

[illegible]

Grand Total

[illegible]



SITE: ATC - Writtle Chelmsford CM1 3SD

LOCATION: Attached to telegraph pole

GRID REFERENCE: 51.734383, 0.400974

DIRECTION: SOUTHBOUND

SPEED LIMIT: NSL

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Averages	
	27-Jun	28-Jun	29-Jun	30-Jun	01-Jul	02-Jul	03-Jul	1-5.	1-7.
Hour									
0000-0100	1	0	0	0	2	0	0	0.4	0.4
0100-0200	0	0	0	0	1	0	0	0.2	0.1
0200-0300	0	0	0	0	0	0	0	0	0
0300-0400	0	0	0	2	0	0	0	0.4	0.3
0400-0500	0	0	1	1	0	0	0	0.4	0.3
0500-0600	0	0	2	3	4	1	4	2.8	2
0600-0700	1	2	6	2	5	2	3	3.6	3
0700-0800	4	5	3	9	4	8	6	6	5.6
0800-0900	9	7	10	9	12	10	13	10.8	10
0900-1000	6	12	6	7	7	1	19	8	8.3
1000-1100	17	15	13	22	9	11	13	13.6	14.3
1100-1200	10	15	19	21	14	5	18	15.4	14.6
1200-1300	7	12	11	25	6	13	13	13.6	12.4
1300-1400	11	10	17	18	14	12	20	16.2	14.6
1400-1500	11	8	16	16	12	9	18	14.2	12.9
1500-1600	5	12	15	18	9	15	21	15.6	13.6
1600-1700	9	8	9	19	13	12	23	15.2	13.3
1700-1800	6	10	4	12	5	8	16	9	8.7
1800-1900	3	9	4	13	7	4	14	8.4	7.7
1900-2000	9	7	6	11	8	9	12	9.2	8.9
2000-2100	4	5	5	6	8	11	4	6.8	6.1
2100-2200	2	3	4	4	4	5	2	3.8	3.4
2200-2300	1	2	2	2	4	1	4	2.6	2.3
2300-2400	0	1	2	1	2	2	2	1.8	1.4
Totals									
0700-1900	98	123	127	189	112	108	194	146	135.9
0600-2200	114	140	148	212	137	135	215	169.4	157.3
0600-0000	115	143	152	215	143	138	221	173.8	161
0000-0000	116	143	155	221	150	139	225	178	164.1
AM Peak	1000	1100	1100	1000	1100	1000	900		
	17	15	19	22	14	11	19		
PM Peak	1400	1500	1300	1200	1300	1500	1600		
	11	12	17	25	14	15	23		