Environmental impact assessment (EIA) practitioners from AECOM reflect on the practicalities of dealing with a lack of design detail from developers

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There is an inherent tension between the level of design detail provided by a developer and the content of an EIA. It is worth reflecting on this tension with regard to both the legal aspects of EIA and the practicalities.

Developers, for various reasons, typically develop the design for a proposal to a stage suitable for the consents process, but no further. An amount of design is often left to the post-consent stage, for the appointment of a contractor who will refine the design.

This allows them to identify costs and programme efficiencies, based on their expert knowledge.

Under EU and UK law, an EIA is required to assess the likely significant effects of a proposal for development consent. There are a number of ways in which the phrase “likely significant effects” can be interpreted. “Likely effects” could be those that are more probable than not to occur, or it could mean those effects which are genuinely possible; it could also be that the determination of effects has no objective fixed meaning, but is based on the details of the development, the receiving environment, the guidance for a particular topic and the expertise of the assessor. A strict interpretation would be that likely impacts are all those which could occur.

Significance can similarly be defined in a number of different ways.
Predicting the future

Given that EIA is required to assess likely significant effects, how can an assessment be made of effects relating to design details or construction methods which the developer has not yet determined?

Early contractor involvement can help to address the lack of design detail at the consents stage by identifying the likely solutions a contractor will adopt. However, having the contractor involved in the process early on has its own risks and is not appropriate in all cases.

The next question is how you assess the likely significant effects arising from construction aspects which, in a design and build situation, the contractor typically determines following the consenting process, such as haul routes and construction compounds.

It is possible to define locations for construction compounds and haul routes, for example, at the consents stage, but this has financial implications for the developer, as it may restrict the opportunity for the contractor to identify cost savings.

Even if specific locations can be identified, it is important to bear in mind that you need suitable detail on the construction processes as well as their location to determine their effects.

In the case of a wind turbine with a micrositing area, it could be argued that the requirement to assess the likely significant effects of the proposal requires an assessment of every possible location of the wind turbine within the micrositing area. In the case of a landscape and visual assessment the study would need to include a consideration of every possible micrositing iteration for each turbine. To do this for 20 turbines would be a monumental task.
Outline planning permission is one possible solution, but how do you assess the likely significant effects with only outline design detail available? The answer may lie in the identification of a parameter-based reasonable worst case, with a detailed explanation of the spatial and temporal information used to assess likely significant effects for each of the environmental topics. However, it is important to agree this with the decision maker before commencing the main assessment.

**Impacts on environmental statements**

It is worth considering what implications these issues have for the environmental statement. Such projects can result in statements that are large and complicated, due in part to the range of scenarios and assumptions that need to be considered. IEMA’s June 2011 report *The State of Environmental Impact Assessment Practice* in the UK, suggests that: “An effective environmental statement is one ... whose length is no longer than that needed to provide the decision-maker and stakeholders with the EIA’s findings,” (our emphasis).

Also, as [Stephen Tromans QC](https://www.iema.org.uk/), in his 2003 book *Environmental Impact Assessment: Law and Practice*, highlights: “The requirement for a non-technical summary of the environmental statement does not imply that the main document can be entirely technical.”

There is, therefore, a need to keep environmental statements as focused as possible to ensure the findings can be clearly understood.

Ultimately, it falls to the EIA coordinator to balance the assessment of likely significant effects, the need for appropriate design detail to do this and the communication of this information in the best possible way. In doing this they will balance the expectations of the client, the needs of the decision maker and consultees, their own professionalism towards EIA and minimise the risk of legal challenge in the process.
This article was written as a contribution to the **EIA Quality Mark**'s commitment to improving EIA practice.

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