### Beyond the Statement: Turning Words Into Action in EIA

Jennifer Wade from Jacobs encourages EIA professionals to think more carefully about their role in ensuring the delivery of desired mitigation outcomes.

The accuracy of many of the predictive statements contained within an Environmental Statement (ES) hinge upon the effectiveness of the proposed mitigation measures. Unfortunately it is apparent that many mitigation commitments made within an ES are not implemented effectively and that a lack of post-construction monitoring (and reconciliation of predicted and actual outcomes) means that the scale of the problem is not well understood. Even when post-construction reviews are undertaken the results are rarely widely shared. We only tend to see successful case studies, despite the greater learning opportunities presented by an examination of previous failures. From a few post-construction studies that I have seen (for projects designed and built by various companies for various clients), the following issues seem to recur:

- Mitigation is not implemented at all;
- Mitigation is only partially or inadequately implemented;
- Mitigation proposed by the EIA practitioners is not realistic or practicable; or
- Mitigation is not adequately managed or maintained and therefore loses effectiveness over time.

There are already some useful articles about how to ensure good mitigation practice (e.g. recent Quality Mark articles by Mouchel and Hankins, RSK Environment). However we can also consider what opportunities we take as EIA practitioners to understand the stages of a project post-planning and where communication can break down, resulting in the failure to deliver the desired mitigation outcomes.

One reason behind failed mitigation lies in the fact that for many EIA professionals, the point at which planning permission is granted is where their involvement in a project ends. Their whole focus is on the production of the ES, in accordance with their defined scope and budget. This means those who undertake the predictive EIA process are not necessarily subsequently involved in checking whether the development is implemented as proposed and whether the potential environmental impacts are managed such that the predicted outcomes are secured. Not only does this disjuncture contribute to shortfalls in achieving desired outcomes, practitioners are often denied the opportunity to take lessons learnt for future schemes. There is therefore a convergence of interest in having proponents, permitting authorities and EIA professionals move increasingly towards a continuity of involvement from site selection through to construction and operational stages, whenever possible, so as to ensure that the EIA process evolves from a predictive exercise towards an outcomes driven process that learns from its own failures as well as successes.

All is not doom and gloom, however, as the improving quality of a project-specific Environmental Management Plan (EMP) is increasingly recognised as an invaluable tool to help translate mitigation commitments into action (Goodwin C & Wright J, 2008) and the EIA profession is becoming more accustomed to preparing more focused EMPs. However, the commitment to ensure that the requirements of the EMP are followed through to project delivery (via contractual requirements, monitoring and intervention, periodic assessment against observed outcomes, etc.) is often less than satisfactory.
It is sometimes joked about that if there are two good ways of doing something, a contractor will find a third, stupid way of doing it. Although unfair and somewhat derogatory, it does illustrate the importance of ensuring that mitigation measures are well described and presented in contract documents if they are to be implemented properly. Unfortunately, whilst certain groups of professionals such as engineers and landscape architects often have some training in the preparation of contracts, many EIA professionals have not. It isn’t always apparent how to translate various types of mitigation requirements into the formulaic works information clauses. Worse still, sometimes the EIA teams are not even consulted when the contract documents are put together so that mitigation measures become omitted, or inappropriately or only partially acted upon. For example, left to his own devices, I once noticed that a highway engineer had specified a 1.2 metre post and wire fence for the purposes of reptile exclusion! Thankfully I had time to correct the detail.

In those circumstances where the EIA practitioner is retained through to the construction phase, significant benefit can be derived through early discussions with the contractor on construction method and programme options to ensure that desired outcomes can be achieved. I recently had a useful workshop with a contractor where we were able to establish the feasibility of applying an alternative method of working which has greatly reduced the amount of vegetation clearance required.

Finally, the consideration of how mitigation will be maintained long term is a vital part of ensuring effective delivery. Taking the opportunity to discuss with the party responsible for the management of the scheme in the long term is essential in understanding whether proposals are maintainable and affordable. A well prepared handover management plan enables information to be passed on about what has been built, why and how it should be managed.

Without this information clearly set out, the long term management is unlikely to be successful.

To conclude, if we value our role as EIA professionals, we should seek greater continuity of involvement so as to enable a focus on the outcomes beyond the ES. Of course, all the suggestions above are easier said, than done.

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References
Goodwin C & Wright J, December 2008, Environmental Management Plans, Practitioner, Volume 12, IEMA.

Hankins K, RSK Environment, Mitigation – applying best practice to real life projects (IEMA Quality Mark Article).

Mouchel, ‘Practical and Effective Environmental Mitigation?’(IEMA Quality Mark Article).