

- 15.3 The Environment Review Group shall also invite a representative of the SCHAONB Partnership to attend meetings.
- 15.4 SZC Co and the Councils agree that meetings of the Environment Review Group shall:
  - 15.4.1 take place every six months (or more frequently where agreed by the Environment Review Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
  - 15.4.2 be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
  - 15.4.3 be chaired by East Suffolk Council;
  - 15.4.4 shall operate (and decisions of the Environment Review Group shall be taken) on a majority voting basis with each member of the Environment Review Group present at an Environment Review Group meeting having one vote PROVIDED THAT in the event that at the conclusion of any such meeting the Environment Review Group has failed to reach a majority decision on any matter that was voted on by the Environment Review Group at that meeting, any member can refer the matter to the Delivery Steering Group within 10 Working Days of the date of the relevant Environment Review Group meeting; and
  - 15.4.5 be attended by members or representatives of the Working Groups, third parties or other experts from time to time and as agreed by the Environment Review Group members in order to observe and participate in discussions or present information to the Environment Review Group when specific issues are being discussed, in particular representatives of the Marine Management Organisation, RSPB and Suffolk Wildlife Trust.
- 15.5 SZC Co shall be responsible for the administration of convening and holding meetings of the Environment Review Group.
- 15.6 The Environment Review Group shall:
  - 15.6.1 receive reports from the Environment Working Groups;
  - 15.6.2 consider and decide any matter referred to it from the Environment Working Groups regarding areas of disagreement within the relevant Environment Working Group or any matter where the relevant Environment Working Group has failed to reach a decision;
  - 15.6.3 consider and provide guidance to SZC Co and the Environment Working Groups in respect of any matter where the Environment Review Group considers there are interfaces between the Environment Working Groups that need a more strategic approach;
  - 15.6.4 report to and refer any matter which it cannot agree in accordance with 15.4.4 to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Environment Review Group fails to reach a decision;
  - 15.6.5 notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of Schedule 17 in the event that any of the Quorate Members of the Environment Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution;
  - 15.6.6 review the draft Wet Woodland Plan to enable it to be finalised for approval by East Suffolk Council;
  - 15.6.7 carry out the Environment Review Group Governance Role;
  - 15.6.8 review the monitoring undertaken in accordance with the LEMPs and advise SZC Co on the interventions required in order to deliver the landscape and ecology vision set out in the LEMPs; and

- 15.6.9 provide guidance to the Ecology Working Group on any issues that are referred to it.
- 15.7 In the event that any of the Quorate Members of one of the Environment Working Groups refers a matter to the Environment Review Group for urgent resolution, the Environment Review Group shall:
  - 15.7.1 meet as soon as reasonably practicable after the members of the Environment Review Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Environment Review Group required to be held pursuant to paragraph 15.4); and
  - 15.7.2 be entitled to vary any of the requirements of this paragraph 15 by agreement of the members of the Environment Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 15.7.3 The Environment Review Group:
  - (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Environment Review Group; and
  - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Environment Review Group from time to time,
    - with such arrangements and terms of reference to be approved by the Delivery Steering Group.

16. **MARINE TECHNICAL FORUM**

- 16.1 The Marine Technical Forum shall operate in accordance with the Marine Technical Forum Terms of Reference unless otherwise agreed by the members of the Marine Technical Forum.
- 16.2 The Marine Technical Forum shall carry out the Marine Technical Forum Governance Role.
- 16.3 On or before Commencement, the Marine Technical Forum shall commence a review of the Marine Technical Forum Terms of Reference in accordance with the MTF ToR Review Terms.

17. **ECOLOGY WORKING GROUP**

- 17.1 SZC Co shall establish the Ecology Working Group on or before the anticipated date of Commencement notified by SZC Co under clause 12.1.1, which shall exist until the end of the Construction Period unless otherwise agreed between the members of the Ecology Working Group.
- 17.2 The Ecology Working Group shall comprise:
  - 17.2.1 one ecologist to be nominated by East Suffolk Council;
  - 17.2.2 one ecologist to be nominated by Suffolk County Council;
  - 17.2.3 one ecologist to be nominated by Natural England;
  - 17.2.4 one ecologist to be nominated by the Environment Agency; and
  - 17.2.5 one representative to be nominated by SZC Co,
 or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Ecology Working Group.
- 17.3 The Ecology Working Group shall encourage participation at its meetings by representatives of the RSPB and Suffolk Wildlife Trust from time to time.

- 17.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Ecology Working Group.
- 17.5 The Ecology Working Group shall:
- 17.5.1 meet quarterly (or less frequently where agreed by the Ecology Working Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time, such meetings to be:
    - (A) chaired by East Suffolk Council; and
    - (B) be quorate if at least three members (at least one of whom is a member representing SZC Co, one of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present;
  - 17.5.2 meet no later than three months after the Commencement Date;
  - 17.5.3 review monitoring undertaken in accordance with the TEMMP and OLEMP;
  - 17.5.4 carry out the Ecology Working Group Governance Role;
  - 17.5.5 review the Quadrat Survey of the Fen Meadow Sites to:
    - (A) determine whether the Fen Meadow Target Quantum has been met; and
    - (B) if the Fen Meadow Target Quantum has not been met, determine the amount of Fen Meadow Contingency Fund payable in accordance with paragraph 8.1;
  - 17.5.6 advise SZC Co on appropriate management measures to be specified within the landscape ecology management plan to be submitted pursuant to Requirement 14 of the Development Consent Order;
  - 17.5.7 report to the Environment Review Group on the effectiveness of the ecological mitigation and monitoring measures which it reviews and, where those measures are not being successful, advise the Environment Review Group on the recommended remedies to ensure that adequate mitigation is delivered; and
  - 17.5.8 refer to the Environment Review Group for its determination any matter upon which the members of the Ecology Working Group are unable to agree unanimously.
- 17.6 The Ecology Working Group shall report to the Environment Review Group bi-annually on the expenditure of previous annual contributions from the European Sites Access Contingency Fund and the Minsmere and Sandlings (North) Contingency Fund and the effectiveness of such expenditure unless otherwise agreed by the members of the Ecology Working Group.
- 17.7 In the event that any of the Quorate Members of the Ecology Working Group considers that a matter needs to be referred to the Environment Review Group for urgent resolution, it shall notify the members of the Environment Review Group accordingly to invoke the urgency process in paragraph 15.7.
- 17.8 The Ecology Working Group:
- 17.8.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Ecology Working Group; and
  - 17.8.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Ecology Working Group from time to time,
 

with such arrangements and terms of reference to be approved by the Environment Review Group.

**18. NATURAL ENVIRONMENT AWARDS PANEL**

- 18.1 On or before Commencement, SZC Co shall establish the Natural Environment Awards Panel which shall exist until the obligations in paragraph 2 end, unless otherwise agreed by the members of the Natural Environment Awards Panel.
- 18.2 The Natural Environment Awards Panel shall comprise:
- 18.2.1 one representative to be nominated by East Suffolk Council;
  - 18.2.2 one representative to be nominated by Suffolk County Council;
  - 18.2.3 one representative to be nominated by Natural England;
  - 18.2.4 one representative to be nominated by the SCHAONB Partnership; and
  - 18.2.5 one representative to be nominated by SZC Co,
- or such alternates as may be nominated by those representatives from time to time as agreed by the above members of the Natural Environment Awards Panel, which shall be referred to as the "**Core Members**"; and
- 18.2.6 three additional members to be nominated by agreement of the Core Members, and the term of each additional member's membership shall be determined by the Core Members.
- 18.3 East Suffolk Council and Suffolk County Council may each invite one further representative to attend meetings of the Natural Environment Awards Panel (the "**Non-Voting Members**").
- 18.4 SZC Co shall act as secretariat to the Natural Environment Awards Panel and be responsible for organising the meetings of the Natural Environment Awards Panel.
- 18.5 The Core Members shall agree the chair of the Natural Environment Awards Panel which shall rotate between the Core Members.
- 18.6 The Natural Environment Improvement Project Officer shall attend all meetings of the Natural Environment Awards Panel.
- 18.7 The Natural Environment Awards Panel shall:
- 18.7.1 meet either virtually or in a convenient location in East Suffolk or Ipswich no less than once per annum and a maximum of three times per annum (excluding extraordinary meetings where required) unless otherwise agreed by the Core Members of the Natural Environment Awards Panel from time to time, with such meetings to be quorate, if at least three Core Members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
  - 18.7.2 meet no later than three months after the Commencement Date;
  - 18.7.3 encourage participation at its meetings by members or representatives of other organisations, groups, and persons with relevant expertise from time to time in order to observe and participate in discussions or present relevant information to the Natural Environment Awards Panel when assessing applications for awards of the Natural Environment Improvement Fund;
  - 18.7.4 refer any matter to the Environment Review Group where members of the Natural Environment Awards Panel are unable to agree on any matter unanimously;
  - 18.7.5 report to the Environment Review Group annually on the expenditure of the previous year's contributions from the Natural Environment Improvement Fund and the effectiveness of such contributions; and
  - 18.7.6 make such other provision as they consider appropriate for the proper and efficient functioning of the Natural Environment Awards Panel.
- 18.8 The membership of and other provisions for the functioning of the Natural Environment Awards Panel may be amended from time to time with the agreement of SZC Co and the Councils and any such amendments shall be recorded in writing.

- 18.9 In the event that any of the Quorate Members of the Natural Environment Awards Panel considers that a matter needs to be referred to the Environment Review Group for urgent resolution, it shall notify the members of the Environment Review Group accordingly to invoke the urgency process in paragraph 15.7.
- 18.10 The Natural Environment Awards Panel:
- 18.10.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Natural Environment Awards Panel; and
  - 18.10.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Natural Environment Awards Panel from time to time,  
with such arrangements and terms of reference to be approved by the Environment Review Group.

## SCHEDULE 12 NOISE

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"B1122 Properties"** means those properties listed in Annex G;

**"Noise Mitigation Scheme"** means the scheme appended to this Deed at Annex W; and

**"Pro Corda Trust Accommodation"** means the residential accommodation at Leiston Abbey, Theberton, Leiston, Suffolk IP16 4TD located in the Grade II listed Retreat House LB 1215754 and in the Guesten Lodge, both as owned and occupied by the Pro Corda Trust.

### 2. NOISE MITIGATION SCHEME

- 2.1 Subject to paragraphs 2.2 and 2.3, from on or before Commencement until the end of the Construction Period, SZC Co shall implement and observe the provisions of the Noise Mitigation Scheme.
- 2.2 SZC Co, East Suffolk Council and Suffolk County Council agree that SZC Co shall not be required to implement 'Stage 1: Refreshed noise assessment(s)' described in paragraphs 1.2.2 to 1.2.6 of the Noise Mitigation Scheme in respect of the B1122 Properties and Pro Corda Trust Accommodation and that the B1122 Properties and Pro Corda Trust Accommodation shall be considered to be eligible for insulation under the Noise Mitigation Scheme. The remainder of the Noise Mitigation Scheme shall apply to the B1122 Properties and Pro Corda Trust Accommodation as appropriate.
- 2.3 Notwithstanding paragraph 2.1 and subject to paragraph 2.2, SZC Co, East Suffolk Council and Suffolk County Council agree that SZC Co shall implement and observe the provisions of the Noise Mitigation Scheme in respect of the B1122 Properties until the Sizewell Link Road is completed and opened to traffic, unless they meet the eligibility criteria in the Noise Mitigation Scheme after that date.
- 2.4 East Suffolk Council shall review any plans, assessments, reports or other documents submitted to it by SZC Co pursuant to the Noise Mitigation Scheme for all aspects except road traffic noise.
- 2.5 Suffolk County Council shall review any plans, assessments, reports or other documents submitted to it by SZC Co pursuant to the Noise Mitigation Scheme for road traffic noise matters only.
- 2.6 Where East Suffolk Council or Suffolk County Council's approval is required by the Noise Mitigation Scheme in respect of any assessment, report, plan, or other document, neither East Suffolk Council nor Suffolk County Council shall unreasonably withhold their approval and shall confirm their approval in writing to SZC Co within 28 days of the receipt of the submitted report or plan or within such longer period as may be agreed between SZC Co and East Suffolk Council or Suffolk County Council (as relevant).
- 2.7 SZC Co shall indemnify Suffolk County Council in respect of any claims made under Section 10 of the Compulsory Purchase Act 1965 or Part 1 of the Land Compensation Act 1973 arising out of or incidental to the carrying out and use of the Project or any works carried out by SZC Co under this Deed other than those arising out of or in consequence of any negligent act, default or omission of Suffolk County Council or any party acting on behalf of Suffolk County Council PROVIDED THAT SZC Co shall only be required to indemnify Suffolk County Council in accordance with this Deed if:
- 2.7.1 Suffolk County Council notifies SZC Co as soon as reasonably practicable upon becoming aware of any matter which may become the subject of a claim for indemnity under this paragraph;

- 2.7.2 Suffolk County Council keeps SZC Co informed of all progress in connection with that matter and of any proposed settlement of it; and
- 2.7.3 Suffolk County Council does not settle or compromise that matter without the previous written consent of SZC Co, such consent not to be unreasonably withheld or delayed.

**SCHEDULE 13  
THIRD PARTY RESILIENCE FUNDS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"National Trust Dunwich Heath and Coastguard Cottages"** means Dunwich Heath and the Coastguard Cottages at Dunwich Heath and Beach Coastguard Cottages, Minsmere Road, Dunwich, Suffolk IP17 3DJ;

**"National Trust Dunwich Heath and Coastguard Cottages Resilience Fund"** means the sum of £851,365 in total for the purposes of mitigating the impacts of the Project on the National Trust Dunwich Heath and Coastguard Cottages which is to be paid in accordance with paragraph 2.1;

**"Pro Corda Resilience Fund"** means the sum of £500,000 in total for the purposes of mitigating the impacts of the Project on Pro Corda Trust's activities at Leiston Abbey, Theberton, Leiston, Suffolk IP16 4TD which is to be paid in accordance with paragraph 2.2;

**"RSPB Minsmere"** means the nature reserve RSPB Minsmere, Sheepwash Lane, Saxmundham IP17 3BY; and

**"RSPB Resilience Fund"** means the sum of £2,520,000 in total for the purposes of mitigating the socio-economic impacts of the Project on RSPB Minsmere which is to be paid in accordance with paragraph 2.3.

**2. THIRD PARTY RESILIENCE FUNDS**

**2.1 National Trust Dunwich Heath and Coastguard Cottages Resilience Fund**

2.1.1 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the National Trust in the following instalments:

- (A) on or before Commencement the sum of £595,955.50; and
- (B) on or before the sixth anniversary of the Commencement Date the sum of £255,409.50.

2.1.2 No less than £10,000 of the payment made pursuant to paragraph 2.1.1(A) shall be applied towards the enhanced interpretation of the setting of the National Trust Dunwich Heath and Coastguard Cottages with a focus on consideration of the asset in its wider context as one of a chain of coastguard lookouts along the Suffolk coast.

2.1.3 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund may only be applied towards any or all of the following initiatives:

- (A) additional staff resources;
- (B) infrastructure improvements;
- (C) other site or visitor enhancements; and
- (D) the National Trust Dunwich Heath and Coastguard Cottages' heritage enhancement.

**2.2 Pro Corda Resilience Fund**

2.2.1 The Pro Corda Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the Pro Corda Trust in the following instalments:

- (A) on or before Commencement the sum of £364,000; and
- (B) on or before the third anniversary of the Commencement Date the sum of £136,000.



- 2.2.2 The Pro Corda Resilience Fund may only be applied towards any or all of the following initiatives:
- (A) staffing costs to allow for increased supervision and marketing;
  - (B) provision of indoor and outdoor sensory spaces suitable for children with autism and other special educational needs and disabilities;
  - (C) physical security features; and
  - (D) other measures determined by Pro Corda to increase business resilience.

**2.3 RSPB Resilience Fund**

- 2.3.1 The RSPB Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to RSPB in the following instalments:
- (A) on or before Commencement the sum of £2,142,000; and
  - (B) on or before the sixth anniversary of the Commencement Date the sum of £378,000.
- 2.3.2 The RSPB Resilience Fund may only be applied towards provision of any or all of the following:
- (A) suitable infrastructure to ensure engagement with visitors on RSPB Minsmere to mitigate the impact of construction activity;
  - (B) suitable visitor events and activities to ensure engagement with visitors on RSPB Minsmere to mitigate the impact of construction activity;
  - (C) staff and volunteer resource to manage the development, installation and maintenance of the new infrastructure; and
  - (D) staff and volunteer resource to plan, implement and manage the new events and activities.

**SCHEDULE 14**  
**SIZEWELL C COMMUNITY FUND**

1. **DEFINITIONS AND INTERPRETATION**

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"Administration Agreement"** means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the administration and application of the Sizewell C Community Fund by the Suffolk Community Foundation for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

**"Area of Benefit"** means the geographical areas within the administrative boundary of East Suffolk;

**"Community Action Suffolk"** means the registered charity of that name whose registered charity number is 1150501 and whose company number is 8316345;

**"Community Fund Project Officer"** means the project officer to be appointed by Suffolk Community Foundation to administer the Sizewell C Community Fund;

**"Deed of Transfer"** means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the payment of some or all of the Sizewell C Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

**"East Suffolk Community Partnerships"** means the eight community partnerships established and funded by East Suffolk Council to facilitate partnership working and collaboration between East Suffolk Council and local communities in East Suffolk;

**"Grants"** means the Open Grants, Small Grants and Strategic Grants to be funded by the Sizewell C Community Fund;

**"Open Grants"** means grants for capital and revenue costs other than Small Grants and Strategic Grants;

**"Panel"** means a decision-making body established by the Administration Agreement and Deed of Transfer to administer the Sizewell C Community Fund;

**"Protected Characteristics"** means age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation as defined by the Equality Act 2010;

**"Sizewell C Community Fund"** means a fund of the sum of £23,000,000 to be paid by SZC Co in accordance with paragraph 2 and to exist until the entirety of that sum (including any interest on that sum) has been paid in Grants;

**"Small Grants"** means grants of up to £5,000 available to registered charities, voluntary organisations, social enterprises, or public bodies that operate on less than £100,000 each year;

**"Strategic Grants"** means grants to target specific impacts of the Project felt within East Suffolk, identified through consultation with communities and their representatives as may be agreed by the Panel;

**"Suffolk Community Foundation"** means the registered charity of that name whose registered charity number is 1109453 and whose company number is 5369725; and

**"Trust Documents"** means the trust deed and any other documentation required to be entered into in the event that SZC Co pursuant to paragraphs 2.7 to 2.10 ceases to pay the Sizewell C Community Fund to the Suffolk Community Foundation in order to establish a charitable trust the purpose of which is to receive and apply the remainder of the Sizewell C Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.

2. **SIZEWELL C COMMUNITY FUND**

2.1 The Sizewell C Community Fund shall be for the purpose of mitigating the intangible and residual impacts of the Project on the communities in the Area of Benefit through providing Grants for schemes, measures and projects which promote the economic, social, or environmental well-being of those communities and enhance their quality of life.

2.2 On or before Commencement, SZC Co shall enter into a Deed of Transfer and an Administration Agreement with the Suffolk Community Foundation to provide for the payment and administration of the first instalment of the Sizewell C Community Fund to the Suffolk Community Foundation pursuant to paragraph 2.3.1. Thereafter SZC Co shall enter into a Deed of Transfer and (if necessary) an Administration Agreement in respect of each subsequent instalment of the Sizewell C Community Fund to be paid by SZC Co to the Suffolk Community Foundation pursuant to paragraph 2.3.2.

2.3 Subject to the following paragraphs of this Schedule 14, SZC Co shall pay the Sizewell C Community Fund to the Suffolk Community Foundation in the following instalments:

2.3.1 an amount equal to £2,000,000 on or before Commencement; and

2.3.2 £1,900,000 annually on each anniversary of the Commencement Date occurring during the Construction Period,

subject to the total amount payable pursuant to this paragraph 2.3 not exceeding £23,000,000, such amounts are to be applied by Suffolk Community Foundation in accordance with the terms of the relevant Deed of Transfer and relevant Administration Agreement for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.

2.4 SZC Co shall ensure that the Administration Agreement entered into pursuant to paragraph 2.2 shall provide as follows:

2.4.1 the Panel shall comprise no more than 12 members, with three of those members being SZC Co representatives, two being representatives of Suffolk County Council, two being representatives of East Suffolk Council, one member being a Suffolk Community Foundation representative, and four members being representatives of the general public;

2.4.2 two officers of the Suffolk Community Foundation shall attend each meeting of the Panel;

2.4.3 a Suffolk Community Foundation representative shall act as the chair of the Panel and have the casting vote;

2.4.4 the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation shall appoint the Panel members who are representatives of the general public and shall invite applications for those positions;

2.4.5 the Panel members who are representatives of the general public shall serve for two years, with the potential for a third year to be reviewed and agreed in respect of each such member jointly by the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation;

2.4.6 the application process to become a member of the Panel representing the general public shall be publicised in the Area of Benefit in a manner agreed by the Panel;

2.4.7 the Sizewell C Community Fund may not be applied for any purpose outside the charitable objectives of the Suffolk Community Foundation and that Suffolk Community Foundation shall consult the Panel before changing its charitable objectives to ensure that the purposes of the Sizewell C Community Fund are not thereby prejudiced;

2.4.8 the Suffolk Community Foundation shall appoint a Community Fund Project Officer;

- 2.4.9 the Suffolk Community Foundation shall use reasonable endeavours to liaise with Community Action Suffolk to help to ensure that potential recipients of Grants have the required skills and capacity to apply to and meet the relevant criteria for the application of the Sizewell C Community Fund;
  - 2.4.10 the Suffolk Community Foundation shall have regard to any reasonable advice provided by the Oversight Partnership in respect of the provision of Strategic Grants;
  - 2.4.11 the Suffolk Community Foundation shall use reasonable endeavours to liaise with the East Suffolk Community Partnerships in respect of:
    - (A) the promotion of the Sizewell C Community Fund;
    - (B) assisting communities to identify projects suitable for the receipt of Grants; and
    - (C) assisting those with Protected Characteristics or projects supporting those with Protected Characteristics in identifying projects suitable for the receipt of Grants and making applications for Grants;
  - 2.4.12 the Suffolk Community Foundation shall report to the Delivery Steering Group on a six-monthly basis on the expenditure of previous contributions from the Sizewell C Community Fund and the effectiveness of such contributions; and
  - 2.4.13 the Suffolk Community Foundation shall be responsible for the administration of convening and holding meetings of the Panel, which shall take place either virtually or in a convenient location in East Suffolk or Ipswich to be identified by the Suffolk Community Foundation from time to time and shall be quorate if at least half of the members of the Panel (at least one of which being a representative of SZC Co, one of which being a representative of one of the Councils and one of which being the representative of the Suffolk Community Foundation) are present.
- 2.5 SZC Co shall ensure that the Administration Agreement entered into pursuant to paragraph 2.2 shall vest such powers as may be necessary in the Panel so as to enable the Panel to take into account that the degree and severity of impact varies across the geography of the Area of Benefit and that when the criteria for the application of the Sizewell C Community Fund to provide the Grants are developed, they are able to reflect this and give priority to those schemes, measures and projects which:
- 2.5.1 are located close to the Sites;
  - 2.5.2 minimise the environmental, economic, and social impact, whilst, as appropriate, maximising the environmental, economic, and social benefits of the Project;
  - 2.5.3 are not inconsistent with approved policies or plans of relevant local authorities;
  - 2.5.4 can demonstrate overall value for money in terms of cost and effectiveness;
  - 2.5.5 can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit;
  - 2.5.6 complement other measures committed in this Deed;
  - 2.5.7 have been identified as priorities to the communities within parish and/or community plans;
  - 2.5.8 can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
  - 2.5.9 attract additional funding from other private and public sector sources where possible;
  - 2.5.10 are inclusive and non-discriminatory, fostering equality in line with the Equality Act 2010 (or as amended); and/or

- 2.5.11 are provided by a registered charity, voluntary organisation, parish council, social enterprise, or public body.
- 2.6 On the fourth anniversary of the Commencement Date, SZC Co may review the Suffolk Community Foundation's administration and application of the Sizewell C Community Fund. In undertaking this review SZC Co shall consult with East Suffolk Council and Suffolk County Council and take into account their reasonable representations.
- 2.7 Paragraph 2.8 shall apply if following a review carried out by SZC Co pursuant to 2.6, SZC Co in its absolute discretion determines that it no longer wishes the Sizewell C Community Fund to be administered and applied by the Suffolk Community Foundation and serves notice on the Suffolk Community Foundation to that effect.
- 2.8 Where this paragraph 2.8 applies, SZC Co shall following the service of a notice on the Suffolk Community Foundation in accordance with paragraph 2.7:
- 2.8.1 thereafter cease to make payments to the Suffolk Community Foundation pursuant to paragraph 2.3;
- 2.8.2 not renew or enter into any new Deed of Transfer or Administration Agreement with the Suffolk Community Foundation;
- 2.8.3 as soon as reasonably practicable and no later than six months following service of the notice in accordance with paragraph 2.7, complete the Trust Documents to establish a new trust to administer and apply the remainder of the Sizewell C Community Fund for the purposes of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit; and
- 2.8.4 following the establishment of a trust by SZC Co pursuant to paragraph 2.8.3:
- (A) pay the remainder of the Sizewell C Community Fund to the trustees of that trust in accordance with paragraph 2.9; and
- (B) unless otherwise agreed between the parties, procure that any unallocated monies previously paid to the Suffolk Community Foundation pursuant to paragraph 2.3 shall be transferred to the trustees of that trust.
- 2.9 Where paragraph 2.8 applies, SZC Co shall pay the remainder of the Sizewell C Community Fund into the trust established pursuant to paragraph 2.8.3 in the following instalments:
- 2.9.1 £1,900,000 annually on each anniversary of the Commencement Date occurring during the Construction Period, beginning on the first such anniversary occurring after the last payment made by SZC Co pursuant to paragraph 2.3,
- subject to the total amount payable pursuant to paragraph 2.3 and this paragraph 2.9 not exceeding £23,000,000, such amounts to be applied by the trustees of that trust in accordance with the Trust Documents for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.
- 2.10 In the event that after using reasonable endeavours SZC Co is unable to enter into a Deed of Transfer and an Administration Agreement with the Suffolk Community Foundation pursuant to paragraph 2.2, SZC Co shall establish a new trust to administer and apply the Sizewell C Community Fund for the purposes of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit and all references to the Suffolk Community Foundation in this Schedule 14 shall be deemed to be references to such new trust.
- 2.11 The maximum liability of SZC Co pursuant to this Schedule 14 is £23,000,000.

## SCHEDULE 15 TOURISM

### 1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"Annual Tourism Fund Implementation Plan"** means the plan directing the annual release of Tourism Fund monies towards Tourism Plans, Projects and Programmes and identifying the split of funding to be apportioned to Tourism Plans, Projects and Programmes under the following indicative categories:

- (a) development of Tourism Strategies and Action Plans which may reasonably be considered to be related to effects of the Project during the Construction Period;
- (b) marketing and promotion activities for East Suffolk and specific attractions and events within it;
- (c) supporting local projects including capital and revenue investment;
- (d) supporting existing tourist initiatives and activities run and/or operated by local stakeholders;
- (e) supporting initiatives focused on particularly sensitive attractions and/or locations within the SCHAONB;
- (f) supporting initiatives that enhance, complement, or promote rights of way and cycleways;
- (g) developing monitoring and market research for the prosperity of the tourist sector and into the tourism-related impacts of the Project, including monitoring the visitor economy and visitor behaviour, undertaking future visitor surveys, and market research; and
- (h) provision of information on issues and/or perceived effects that may be of concern to potential visitors and that may deter potential visitors from visiting East Suffolk;

**"Tourism Fund"** means the fund to be established by SZC Co in the amount of £12,000,006 for the purpose of mitigating potential impacts on tourism from the Project to be paid and applied in accordance with this Schedule 15;

**"Tourism Fund Marketing Manager"** means a marketing manager for the Tourism Fund which may be appointed by East Suffolk Council or commissioned within Suffolk Coast Ltd Destination Management Organisation during the Construction Period;

**"Tourism Fund Principles"** means the following principles with which any initiative to be funded by the Tourism Fund must demonstrate compliance:

- (a) mitigates the potential effects of the Project on the tourism economy during the Construction Period by supporting the maintenance, development, and enhancement of the visitor economy in East Suffolk;
- (b) enables effective, long-term mitigation for the visitor economy effects of the Project during the Construction Period by promoting a sustainable visitor economy;
- (c) demonstrates value for money;
- (d) relates to measures and activities that support existing and on-going tourism strategies for East Suffolk;
- (e) demonstrates a measurable economic benefit to the tourist economy in East Suffolk; and
- (f) does not duplicate or obviate, but complements, other mitigation secured elsewhere in this Deed, based on the terms defined for those mitigations set out in this Deed;

**"Tourism Monitoring Information"** means:

- (a) monitoring information across socio-economic, environmental and transport indicators that may be relevant to potential effects on tourism; and
- (b) information reported to the Tourism Working Group by the Tourism Programme Manager;

**"Tourism Plans, Projects and Programmes"** means any initiative scoped by the Tourism Programme Manager that meets the Tourism Fund Principles and is defined by the categories of initiatives set out by the Annual Tourism Fund Implementation Plan;

**"Tourism Programme Management"** means the following tasks:

- (a) preparation and submission of the Annual Tourism Fund Implementation Plan for approval by the Tourism Working Group;
- (b) in accordance with the approved Annual Tourism Fund Implementation Plan, scoping, procurement and implementation of the Tourism Plans, Projects and Programmes by:
  - (i) promoting the Tourism Fund and Tourism Plans, Projects and Programmes; and
  - (ii) engaging businesses and organisations to encourage potential applicants to apply for funding from the Tourism Fund;
- (c) acting as an interface between regional tourism stakeholders and the Tourism Working Group; and
- (d) monitoring and reporting back to the Tourism Working Group on:
  - (i) the implementation of other mitigation under this Deed relevant to the tourist economy;
  - (ii) similar funds provided in connection with other developments in East Suffolk;
  - (iii) opportunities for complementary activities with other mitigation activities elsewhere in this Deed, and risks of duplication of funding;
  - (iv) the effects of the Project on the tourist economy, as supported by monitoring and market research procured as Tourism Plans, Projects and Programmes by the Tourism Fund or from third parties;
  - (v) the delivery and effectiveness of funded Tourism Plans, Projects and Programmes; and
  - (vi) annual and cumulative expenditure from the Tourism Fund;

**"Tourism Programme Manager"** means the tourism programme manager to be appointed by East Suffolk Council during the Construction Period; and

**"Tourism Strategies and Action Plans"** means any document produced or commissioned by the Tourism Programme Manager that provides a strategic overview to help guide the Tourism Fund to broad areas of funding that would help to offset the potential risks to the tourist economy related to the Project.

## 2. TOURISM SUPPORT RESOURCES

2.1 SZC Co shall pay to East Suffolk Council:

- (a) on or before Commencement the sum of £200,000;
- (b) on or before the first anniversary of the Commencement Date the sum of £200,000;
- (c) on or before the second anniversary of the Commencement Date the sum of £200,000;

- (d) on or before the third anniversary of the Commencement Date the sum of £200,000;
- (e) on or before the fourth anniversary of the Commencement Date the sum of £200,000;
- (f) on or before the fifth anniversary of the Commencement Date the sum of £200,000;
- (g) on or before the sixth anniversary of the Commencement Date the sum of £200,000;
- (h) on or before the seventh anniversary of the Commencement Date the sum of £200,000;
- (i) on or before the eighth anniversary of the Commencement Date the sum of £200,000;
- (j) on or before the ninth anniversary of the Commencement Date the sum of £200,000;
- (k) on or before the tenth anniversary of the Commencement Date the sum of £200,000;
- (l) on or before the eleventh anniversary of the Commencement Date the sum of £200,000;
- (m) on or before the twelfth anniversary of the Commencement Date the sum of £200,000;
- (n) on or before the thirteenth anniversary of the Commencement Date the sum of £200,000; and
- (o) on or before the fourteenth anniversary of the Commencement Date the sum of £200,000,

from the Tourism Fund, to be applied towards the cost of East Suffolk Council employing a Tourism Programme Manager and a Tourism Fund Marketing Manager during the Construction Period and supporting resources including review and updates to the Annual Tourism Fund Implementation Plan and the cost of the administration of the Tourism Fund and the Tourism Working Group.

- 2.2 The maximum liability of SZC Co pursuant to paragraph 2.1 is £3,000,000.
- 2.3 During the Construction Period, East Suffolk Council shall employ a Tourism Programme Manager.
- 2.4 East Suffolk Council shall procure that the Tourism Programme Manager carries out the Tourism Programme Management.

### 3. **TOURISM FUND**

- 3.1 SZC Co shall pay to East Suffolk Council on or before Commencement the sum of £1,000,000 from the Tourism Fund, to be applied for the purposes of supporting the initial development of the Annual Tourism Fund Implementation Plan pursuant to paragraph 4.1 and delivery of the Tourism Plans, Projects and Programmes within the categories set out in the initial Annual Tourism Fund Implementation Plan.
- 3.2 SZC Co shall pay to East Suffolk Council:
  - (a) on or before the first anniversary of the Commencement Date the sum of £571,429;
  - (b) on or before the second anniversary of the Commencement Date the sum of £571,429;
  - (c) on or before the third anniversary of the Commencement Date the sum of £571,429;
  - (d) on or before the fourth anniversary of the Commencement Date the sum of £571,429;



- (e) on or before the fifth anniversary of the Commencement Date the sum of £571,429;
- (f) on or before the sixth anniversary of the Commencement Date the sum of £571,429;
- (g) on or before the seventh anniversary of the Commencement Date the sum of £571,429;
- (h) on or before the eighth anniversary of the Commencement Date the sum of £571,429;
- (i) on or before the ninth anniversary of the Commencement Date the sum of £571,429;
- (j) on or before the tenth anniversary of the Commencement Date the sum of £571,429;
- (k) on or before the eleventh anniversary of the Commencement Date the sum of £571,429;
- (l) on or before the twelfth anniversary of the Commencement Date the sum of £571,429;
- (m) on or before the thirteenth anniversary of the Commencement Date the sum of £571,429; and
- (n) on or before the fourteenth anniversary of the Commencement Date the sum of £571,429,

from the Tourism Fund, to be applied towards Tourism Plans, Projects and Programmes within the categories set out in the Annual Tourism Fund Implementation Plan for the relevant funding period.

- 3.3 Not less than £500,000 of each payment made pursuant to paragraphs 3.1 and 3.2 shall be applied solely to funding promotional and marketing activities including visitor experience development, infrastructure asset investment, destination marketing and promotion and delivery of projects that support and underpin this marketing and public relations.
- 3.4 Not less than £71,429 of each payment made pursuant to paragraphs 3.1 and 3.2 shall be applied solely to funding monitoring the impacts of the Project on tourism in East Suffolk and the collection of consistent, robust, longitudinal monitoring data and market research in respect of such impacts.
- 3.5 The maximum liability of SZC Co pursuant to this paragraph 3 is £9,000,006.

#### 4. **ANNUAL TOURISM FUND IMPLEMENTATION PLAN**

- 4.1 East Suffolk Council shall procure that the Tourism Programme Manager shall produce the first draft Annual Tourism Fund Implementation Plan for the approval of the Tourism Working Group no later than three months following the Commencement Date.
- 4.2 The Tourism Working Group shall draw upon the Tourism Monitoring Information to review the first Annual Tourism Fund Implementation Plan and shall approve the same within three months of receipt, PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.3 and 3.4.
- 4.3 Following the approval of the first Annual Tourism Fund Implementation Plan in accordance with paragraph 4.2, East Suffolk Council shall procure that the Tourism Programme Manager shall produce a subsequent draft Annual Tourism Fund Implementation Plan for the approval of the Tourism Working Group before the end of January in each calendar year of the Construction Period and for three years following the end of the Construction Period, and the Tourism Working Group shall draw upon the Tourism Monitoring Information to review and approve such subsequent draft Annual Tourism Fund Implementation Plan before 30 April in that same year, PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.3 and 3.4.

- 4.4 East Suffolk Council shall procure that the Tourism Programme Manager shall implement each Annual Tourism Fund Implementation Plan approved by the Tourism Working Group pursuant to paragraph 4.2 or paragraph 4.3 (as relevant) from 1 May of that year.
- 4.5 Where appropriate, the Tourism Working Group and Tourism Programme Manager may determine that particular Tourism Plans, Projects and Programmes may benefit from extending across multiple funding periods and this will be made clear in each of the Annual Tourism Fund Implementation Plans relevant to such periods.

## 5. **TOURISM WORKING GROUP**

- 5.1 On or before Commencement, SZC Co shall establish the Tourism Working Group which shall exist until the end of the Construction Period.
- 5.2 The Tourism Working Group shall comprise:
- 5.2.1 one representative in a department or service relevant to economic development and planning/projects to be nominated by East Suffolk Council;
  - 5.2.2 one representative in a department or service relevant to economic development and planning/projects to be nominated by Suffolk County Council;
  - 5.2.3 one representative to be nominated by The Suffolk Coast Limited;
  - 5.2.4 one representative to be nominated by Visit Suffolk;
  - 5.2.5 one representative to be nominated by SCHAONB Partnership;
  - 5.2.6 one representative to be nominated by New Anglia Local Enterprise Partnership; and
  - 5.2.7 two representatives to be nominated by SZC Co,
- or such alternates as may be nominated by those representatives from time to time.
- 5.3 The Tourism Working Group shall:
- 5.3.1 be chaired by the representatives of East Suffolk Council;
  - 5.3.2 meet bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
  - 5.3.3 meet no later than three months after the Commencement Date; and
  - 5.3.4 refer to the Economic Review Group for its determination any matter upon which the members of the Tourism Working Group are unable to agree unanimously, including but not limited to any failure of the Tourism Working Group to approve a draft Annual Tourism Fund Implementation Plan in accordance with paragraphs 4.2 or 4.3.
- 5.4 The Tourism Working Group shall report to the Economic Review Group bi-annually on the following matters:
- 5.4.1 effects of the Project's construction activity on the tourist economy in Suffolk; and
  - 5.4.2 expenditure of previous annual contributions from the Tourism Fund and the effectiveness of such contributions.
- 5.5 SZC Co and the Councils agree that meetings of the Tourism Working Group shall be quorate if at least three members (at least one of which is a member representing SZC Co and one of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present.
- 5.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Tourism Working Group.
- 5.7 The Tourism Working Group:
- 5.7.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Tourism Working Group; and

5.7.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Tourism Working Group from time to time,  
with such arrangements and terms of reference to be approved by the Economic Review Group.

5.8 In the event that any of the Quorate Members of the Tourism Working Group considers that a matter needs to be referred to the Economic Review Group for urgent resolution, it shall notify the members of the Economic Review Group accordingly to invoke the urgency process in Schedule 7, paragraph 2.12.8.

**SCHEDULE 16  
TRANSPORT AND PUBLIC RIGHTS OF WAY**

**1. DEFINITIONS AND INTERPRETATION**

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"1980 Act"** means the Highways Act 1980;

**"A12 Contribution"** means the sum of £2,336,820;

**"A12 Scheme"** means improvements to the A12 corridor between A12/A14 Seven Hills Interchange and the A12/A1152 Woods Lane Roundabout to enhance highway capacity;

**"Abnormal Indivisible Loads"** means a vehicle having one or more of the following characteristics on any part of the vehicle combination:

- (a) a gross vehicle weight of more than 44,000kg;
- (b) an axle load of more than 10,000kg for a single non-driving axle and 11,500kg for a single driving axle;
- (c) a width of more than 2.9 metres;
- (d) a rigid length of more than 18.65 metres;
- (e) the vehicle load projects over the front or rear of the vehicle by more than 3.05m or more than 305mm over the side of the vehicle; or
- (f) a Part 2 vehicle combination (N3 vehicle and trailer) of greater than 25.9m total length;

**"AIL Escort Guide"** means a risk assessed guide to the types of Abnormal Indivisible Loads requiring police escort, self-escort or no escort when moving by road to and from the SZC Development Site following the first use of the Two Village Bypass and Sizewell Link Road;

**"AIL Level Crossing Protocol"** means a protocol to enable Abnormal Indivisible Loads to route across the B1122 level crossing and notify the signal controller on their approach to and exit from the level crossing without being required to wait on the B1122;

**"AIL Routes"** means the routes for the transport of Abnormal Indivisible Loads by road identified in the Construction Traffic Management Plan and an "AIL Route" means any one of them;

**"AIL Route Scheme"** means in respect of each of the AIL Routes, a scheme of such works to street furniture and laybys as may be reasonably required to accommodate the transport of Abnormal Indivisible Loads by road on that AIL Route in accordance with the Construction Traffic Management Plan;

**"AIL Structural Improvements"** means in respect of each of the AIL Routes, a scheme of such works as are required to highway structures to accommodate the transport of Abnormal Indivisible Loads by road on that AIL Route in accordance with the Construction Traffic Management Plan;

**"AIL Structural Survey"** means a detailed audit and structural survey of the highway structures on each of the AIL Routes, including details of any necessary AIL Structural Improvements;

**"B1078 Road Safety Improvements"** means safety improvements to the B1078, to include the measures set out in paragraph 6.1, as illustrated by the indicative outline design set out in Annex P;

**"B1122 Early Years Scheme"** means works to address road safety and to address environmental transport impacts of construction traffic likely to arise prior to first use of the Sizewell Link Road on the B1122 between and inclusive of Middleton Moor and Theberton as described in Annex Q, to include the measures set out in paragraph 5.7.2;

**"B1122 Corridor Extent"** means the area in the vicinity of the B1122 bound:

- (a) in the north, by an arc from the A12 / A144 junction to Minsmere (including Westleton and Darsham);
- (b) in the east, by a line running from Minsmere and Eastbridge to the B1122 at the access to the SZC Development Site (including Eastbridge Road);
- (c) in the south, by the alignment of the Sizewell Link Road between the A12 and the access to the SZC Development Site; and
- (d) in the west, by the A12 (including the A12 between the A12 / A144 junction and the Red House Farm Roundabout);

**"B1122 Corridor Repurposing Scheme"** means highway improvements on the B1122 corridor between Yoxford and the access to the SZC Development Site to provide enhanced facilities and connectivity for non-motorised users and local communities, to be agreed by Suffolk County Council and which may include:

- (a) highway improvements, signage and road markings:
  - (i) on the B1122 between the Middleton Moor Link Roundabout and the junction between the B1122 and the Sizewell Link Road south of Theberton to link-up roads designated as 'Quiet Lanes' across the B1122; and
  - (ii) within the B1122 Corridor Extent to establish a cycling network that will support and encourage cycling;
- (b) an engineering feasibility study of the sections of the B1122:
  - (i) west of Middleton Moor Link Roundabout and the A12; and
  - (ii) between the junction between the B1122 and the Sizewell Link Road south of Theberton and the access to the SZC Development Siteto inform the measures referred to in (a)(ii);
- (c) maintenance of existing shared cycle / footway on the A12 between Darsham railway station and The Street;
- (d) upgrade of the footway between Darsham railway station and Yoxford to a shared cycle / footway;
- (e) enhancement of roadways designated as 'Quiet Lanes' within the B1122 Corridor Extent through the provision of additional signage, pavement marking and measures to reduce traffic speeds; and
- (f) a package of behaviour change measures, such as:
  - (i) provision of online and printed cycle maps;
  - (ii) promotional events;
  - (iii) guided cycle rides;
  - (iv) engagement with schools, colleges, businesses and residents; and
  - (v) provision of new cycle parking;

**"B1125 Scheme"** means proposed changes to the highway design and public realm in the B1125 corridor to include the measures set out in paragraph 5.5.2, as illustrated by the indicative outline drawings set out in Annex N;

**"Bond Value"** means the bond value that shall be sought by Suffolk County Council in relation to the Sizewell Link Road, Two Village Bypass or Standard Highway Work (as appropriate), this bond value being the cost of construction of the Sizewell Link Road, Two Village Bypass or Standard Highway Work (as appropriate), including temporary traffic management, plus 10%;

**“B1125 Working Group”** means a group comprising members of Westleton Parish Council, Walberswick Parish Council, Blythburgh Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the B1125 Scheme;

**"Contingent Effects"** means the potential effects of the Project set out in Annex O, considered on the basis set out in that Annex, including any effects of SZC Co's water supply strategy;

**"Contingent Effects Fund"** means the sum of £1,645,000 to be used to address Contingent Effects, excluding any costs associated with the design of the Proposed Mitigation by SZC Co, the supervision of the Proposed Mitigation by Suffolk County Council, and any reasonable costs associated with additional data collection;

**"Construction Traffic Management Plan"** means the construction traffic management plan attached at Annex K to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.4);

**"Construction Worker Travel Plan"** means the construction worker travel plan attached at Annex L to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.4);

**"Delivery Co-ordinator"** means the delivery co-ordinator appointed by SZC Co in accordance with paragraph 2.6 and the Construction Traffic Management Plan;

**"Highway Agreement"** means an agreement pursuant to the Development Consent Order or sections 38 and/or 278 of the 1980 Act that SZC Co enters into with Suffolk County Council in order to carry out works to the highway whether authorised by the Development Consent Order or required by the terms of this Deed;

**"Highway Structural Maintenance Contribution"** means the cost of maintaining in good repair the Maintenance Area during the Construction Period in order to mitigate the impacts of Sizewell C construction traffic using the B1122 and A12 during this period, up to a maximum total cost of £585,133 to be used by Suffolk County Council to carry out these works;

**“Leiston Cycling and Walking Contribution”** means the sum of up to £728,185;

**“Leiston Cycling and Walking Improvements”** means the walking and cycling improvements in Leiston, which shall include the works set out in Annex Y and including any design and feasibility work in respect of the same;

**“Leiston Route 3 Scheme”** means the part of the Leiston Cycling and Walking Improvements comprising and identified as route no. 3 in Annex Y;

**“Leiston Scheme”** means transport improvements in Leiston to prioritise walking and cycling as well as enhancement to the public realm in the centre of Leiston, to include the measures set out in paragraph 5.3.2, an outline design of which is set out in Annex R;

**“Local Transport Programme”** means a detailed implementation programme prepared by SZC Co for the delivery of the Local Transport Schemes as soon as possible after Commencement, and in particular those associated with the early years of the Construction Period;

**“Local Transport Schemes”** means the B1078 Road Safety Improvements, the B1125 Scheme, the Leiston Scheme, the Marlesford and Little Glemham Scheme, the B1122 Early Years Scheme, the B1122 Corridor Repurposing, the Wickham Market Scheme and the Yoxford Scheme;

**“Maintenance Area”** means those parts of the A12 and B1122 set out:

- (a) prior to the opening of the Sizewell Link Road and the Two Village Bypass to the public, on the plan in Part A of Annex Z; and
- (b) after the opening of the Sizewell Link Road and the Two Village Bypass to the public, on the plan in Part B of Annex Z;

**“Marlesford and Little Glemham Scheme”** means proposed transport improvements in Marlesford and Little Glemham to include the measures set out in paragraph 5.4.2, as illustrated by the indicative outline drawings set out in Annex S;

**“Middleton Moor Link Roundabout”** means the proposed new three-arm roundabout on the B1122 to the west of Middleton Moor forming part of Work No. 12B(a) in Schedule 1 to the Development Consent Order;

**“Monitoring Reports”** means reports in such format as may be agreed from time to time in accordance with paragraphs 3 and 4.4.1, providing information in relation to the implementation and operation of the Transport Management Plans in accordance with those Transport Management Plans;

**“Operational Travel Plan”** means a travel plan to manage and monitor operational workforce movements to Sizewell C in accordance with the Operational Travel Plan Principles (as the same may be amended from time to time pursuant to this Schedule);

**“Operational Travel Plan Principles”** means the principles attached at Annex J to this Deed;

**“Parish Councils”** means parish or town councils in East Suffolk and the vicinity of East Suffolk affected by transport-related impacts of the Project;

**“Proposed Mitigation”** means the measures proposed by SZC Co and approved by the Transport Review Group to mitigate the impact of Contingent Effects;

**“Proposed Sum”** means the estimated cost of the Proposed Mitigation to address Contingent Effects, to include the cost of any associated works to services and/or utilities and traffic management;

**“PROW Communications Plan”** means the communications plan to be prepared by the Rights of Way Working Group to set out the range, timing, and duration of communication measures in respect of closures, diversions, and new access points in the existing public rights of way network (as amended from time to time by the Rights of Way Working Group);

**“PROW Fund”** means £2,500,000 to be applied by the Rights of Way Working Group in accordance with this Schedule;

**“Public Path Creation Arrangements”** means a public path creation agreement pursuant to section 25 of the 1980 Act or a public path creation order pursuant to section 26 of the 1980 Act (if either party considers it a more effective means of right of way creation) to dedicate the Public Path Creation Route as a bridleway;

**“Public Right of Way Creation Route”** means a route linking Public Right of Way E-363/019/0 to Public Right of Way E-363/021/0 through Kenton Hills and Goose Hill so as to create a continuous designated public right of way linking Public Right of Way E-363/019/0 to the accessible ‘coastal margin’;

**“Red House Farm Roundabout”** means the proposed new three-arm roundabout on the A12 forming part of Work No. 12B(a) in Schedule 1 to the Development Consent Order;

**“Signage Strategy”** means a strategy setting out the provision of signage directing vehicles to the Sites during the Construction Period, to include all signage design (to be developed in line with current design standards) and any other associated infrastructure required to facilitate delivery of the necessary signage, including a strategy to discourage traffic using the B1078, and to include a timetable for implementation PROVIDED THAT the timetable shall require the carrying out of any works before Commencement;

**“SLR and TVB Highway Technical Approval and Inspection Fees”** means 3.25% of the Bond Value in respect of each of the highway technical approval and inspection fees relating to the Sizewell Link Road and Two Village Bypass respectively;

**“Southern Park and Ride”** means Work No. 10(a)(i)-(viii) and (b) in Schedule 1 to the Development Consent Order;

**"Standard Highway Technical Approval and Inspection Fees"** means in respect of a Standard Highway Work the highway technical approval and inspection fees shall be a fixed cost of 7.5% of the Bond Value;

**"Standard Highway Work"** means a highway work authorised by the Development Consent Order or otherwise required to be carried out pursuant to this Deed (including any works funded by the Contingent Effects Fund or required to be carried out pursuant to an approval of mitigation measures or actions by the Transport Review Group (or a decision of the Delivery Steering Group or an Expert appointed pursuant to clause 8 of this Deed (as relevant)) but excluding the Two Village Bypass and Sizewell Link Road;

**"Supplier"** means a person with which SZC Co has entered into a Supply Contract;

**"Supply Contract"** means a contract entered into by SZC Co in respect of the supply of goods or services to the Project requiring the supplier to access one or more of the Sites;

**"TMMS"** means the traffic management and monitoring system forming the detailed specification of the delivery management system required in accordance with the Construction Traffic Management Plan;

**"Traffic Incident Management Plan"** means the traffic incident management plan attached at Annex M to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.5);

**"Transport Co-ordinator"** means the transport co-ordinator appointed by SZC Co in accordance with paragraph 4.3.1 and the Construction Traffic Management Plan;

**"Transport Management Plans"** means the Construction Traffic Management Plan, Construction Worker Travel Plan, and the Traffic Incident Management Plan;

**"Transport Review Group Members"** means SZC Co, East Suffolk Council, Suffolk County Council, Suffolk Constabulary and National Highways (and a **"Transport Review Group Member"** or **"Member"** shall mean any of them);

**"Unit 1 Fuel Receipt Date"** means the date that the first nuclear fuel assemblies for Unit 1 are delivered to the Main Development Site;

**"Wickham Market Scheme"** means proposed changes to the highway design and public realm in Wickham Market to include the measures set out in paragraph 5.2.2, an outline design of which is set out in Annex T; and

**"Yoxford Scheme"** means proposed changes to the highway design at Yoxford to include the measures set out in paragraph 5.6.2, an outline design of which is set out in Annex X.

## 2. **TRANSPORT MANAGEMENT PLANS AND OPERATIONAL TRAVEL PLAN**

- 2.1 On or before Commencement, SZC Co shall submit details of the TMMS for the approval of Suffolk County Council following consultation with East Suffolk Council and National Highways.
- 2.2 From Commencement and until the end of the Construction Period (in respect of the Construction Traffic Management Plan and the Traffic Incident Management Plan) and until the Unit 1 Fuel Receipt Date (in respect of the Construction Worker Travel Plan), SZC Co shall, unless otherwise agreed with the Transport Review Group, implement and act in accordance with the:
  - 2.2.1 Construction Traffic Management Plan;
  - 2.2.2 Construction Worker Travel Plan; and
  - 2.2.3 Traffic Incident Management Plan.
- 2.3 During the Construction Period (or from Commencement until the Unit 1 Fuel Receipt Date in respect of the Construction Worker Travel Plan), SZC Co shall not enter into any Supply Contract in respect of the Project that does not require the Supplier to comply with the



Construction Traffic Management Plan, Construction Worker Travel Plan, and Traffic Incident Management Plan.

- 2.4 At least 6 months before the Unit 1 Fuel Receipt Date, SZC Co shall submit an Operational Travel Plan for the approval of Suffolk County Council following consultation with East Suffolk Council and National Highways.
- 2.5 Throughout the five years following the Unit 1 Fuel Receipt Date (unless otherwise agreed by the Transport Review Group), SZC Co shall implement and act in accordance with the Operational Travel Plan, any changes to which from time to time must be approved by Suffolk County Council after consulting East Suffolk Council and National Highways.
- 2.6 On or before Commencement, SZC Co shall appoint a Delivery Co-ordinator and will ensure that a Delivery Co-ordinator is in place until the end of the Construction Period.
- 2.7 SZC Co shall procure that the Delivery Co-ordinator will:
  - 2.7.1 manage the delivery management system in accordance with the Construction Traffic Management Plan;
  - 2.7.2 manage and co-ordinate Abnormal Indivisible Load movements;
  - 2.7.3 investigate any non-compliance with the Construction Traffic Management Plan;
  - 2.7.4 plan delivery schedules in accordance with the Project programme and the Construction Traffic Management Plan; and
  - 2.7.5 collate monitoring data for the Monitoring Reports.

### 3. **MONITORING REPORTS**

On or before Commencement, SZC Co shall prepare and submit the proposed format of the Monitoring Reports to Suffolk County Council for its approval, in consultation with East Suffolk Council, National Highways and Suffolk Constabulary.

### 4. **TRANSPORT REVIEW GROUP**

#### 4.1 **Membership of TRG**

On or before Commencement, SZC Co shall establish the Transport Review Group which will exist until the end of the Construction Period and comprise:

- 4.1.1 one representative to be nominated by East Suffolk Council;
- 4.1.2 one representative to be nominated by Suffolk County Council;
- 4.1.3 one representative to be nominated by National Highways;
- 4.1.4 one representative to be nominated by Suffolk Constabulary; and
- 4.1.5 up to four representatives to be nominated by SZC Co, one of whom is the Transport Co-ordinator,

or such alternates as may be nominated by those representatives from time to time.

#### 4.2 **Administration and Decision-making of TRG**

- 4.2.1 SZC Co shall be responsible for convening and holding meetings of the Transport Review Group, subject to the power of any Transport Review Group Member to convene a meeting of the Transport Review Group at any time.
- 4.2.2 Any Transport Review Group Member convening a meeting of the Transport Review Group which is in addition to the regular quarterly meeting of the Transport Review Group shall give not less than 20 Working Days' notice of the meeting to all Transport Review Group Members, unless that Transport Review Group Member acting reasonably considers that reasons of urgency require a shorter notice period to be given, or all Transport Review Group Members agree to dispense with the notice period.

- 4.2.3 In the event that any of the Quorate Members of one of the Transport Working Groups refers a matter to the Transport Review Group for urgent resolution, the Transport Review Group shall:
- (A) meet as soon as reasonably practicable after the members of the Transport Review Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Transport Review Group required to be held pursuant to paragraph 4.2.4); and
  - (B) be entitled to vary any of the requirements of paragraph 4.2.4 by unanimous agreement of the members of the Transport Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 4.2.4 The Transport Review Group shall:
- (A) with effect from the Commencement Date until the end of the Construction Period, meet:
    - (1) monthly during the first three months following the Commencement Date; and
    - (2) thereafter, quarterly,
 unless otherwise agreed by the Transport Review Group;
  - (B) meet either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
  - (C) meet no later than one month after the Commencement Date;
  - (D) be quorate if at least three members (at least one of which is a Transport Review Group Member representing East Suffolk Council, one is a Transport Review Group Member representing Suffolk County Council and one is a Transport Review Group Member representing SZC Co) are present;
  - (E) be chaired by Suffolk County Council; and
  - (F) be attended by members or representatives of the Transport Working Groups, third parties or other experts from time to time and as agreed by the Transport Review Group Members, in order to observe and participate in discussions or present information to the Transport Review Group when specific issues are being discussed.
- 4.2.5 The Transport Review Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Transport Review Group; and
  - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Transport Review Group from time to time, with such arrangements and terms of reference to be approved by the Delivery Steering Group.

#### 4.3 **Transport Co-ordinator**

- 4.3.1 On or before Commencement, SZC Co shall appoint a Transport Co-ordinator and will ensure that a Transport Co-ordinator is in place until the end of the Construction Period.
- 4.3.2 SZC Co shall notify the Transport Review Group Members within 10 Working Days of any change in the identity of the appointed Transport Co-ordinator.
- 4.3.3 SZC Co shall procure that the Transport Co-ordinator will:

- (A) promote the objectives and benefits of the Transport Management Plans to encourage compliance with its contents;
- (B) provide a weekly summary to the Transport Review Group of vehicle trips (by type – i.e. car, LGV, buses, HGV, AILs) to and from the vehicle accesses to the Main Development Site, including LEEIE Caravan Park and the Park and Ride Sites;
- (C) provide transport data upon request by the Suffolk County Council where reasonably necessary to assess actual or suspected non-compliance with this Deed in relation to transport matters;
- (D) monitor the success of the Construction Traffic Management Plan against the thresholds;
- (E) prepare and submit Monitoring Reports to the Transport Review Group on a monthly basis during the first three months following the Commencement Date and thereafter on a quarterly basis;
- (F) report to the Transport Review Group on relevant transport related issues and actions from the Transport Working Groups;
- (G) provide reports, agendas and minutes of the Transport Working Groups to Transport Review Group Members no less than 5 Working Days in advance of a meeting of the Transport Review Group, save where a meeting is called at short notice;
- (H) propose to the Transport Review Group amendments to the Transport Management Plans where SZC Co considers these necessary or desirable and make any approved amendments to the Transport Management Plans;
- (I) implement actions agreed with the Transport Review Group;
- (J) seek to resolve issues and problems identified by the Transport Review Group through liaison with other parts of SZC Co, its contractors, and the Transport Working Groups;
- (K) upon the reasonable request of the Transport Review Group, provide information in respect of the Contingent Effects;
- (L) if requested by the Transport Review Group, investigate potential unmitigated significant adverse impacts and, if required, put forward recommendations for mitigation to be funded by the Contingent Effects Fund; and
- (M) provide the Transport Review Group with details of any transport-related issues raised by the Parish Councils.

4.3.4 During the Construction Period, SZC Co shall procure that the Transport Co-ordinator attends each meeting of the Community Safety Working Group in order to:

- (A) provide a quarterly update to the Community Safety Working Group on the monitoring of the Transport Management Plans;
- (B) allow the emergency services to provide feedback from a service delivery and emergency response viewpoint;
- (C) discuss expected Abnormal Indivisible Load police escort requirements for the subsequent quarter; and
- (D) provide a review of monitoring data for transport indicators including, but not limited to, traffic incidents and Abnormal Indivisible Loads, and to review the effectiveness of the Transport Management Plans in the context of community safety.

- 4.3.5 SZC Co shall procure that the Transport Co-ordinator reports to each meeting of the Transport Review Group on relevant transport related issues and actions discussed at the Community Safety Working Group, including providing the minutes of the most recent Community Safety Working Group.

#### 4.4 **Purpose and Role of TRG**

The Transport Review Group shall:

- 4.4.1 review the format of the Monitoring Reports from time to time and agree any amendments;
- 4.4.2 review the Local Transport Programme from time to time and agree any amendments;
- 4.4.3 unanimously approve the AIL Escort Guide;
- 4.4.4 consider Monitoring Reports received from the Transport Co-ordinator, consider any measures proposed by SZC Co or any other Transport Review Group Member in accordance with this Schedule, and make unanimous decisions in accordance with paragraph 4.2;
- 4.4.5 ensure that the aims and objectives of the Transport Management Plans are achieved, by exercising its functions under paragraphs 4.4.1 and 4.5;
- 4.4.6 unanimously agree the amount of any payments due pursuant to this Schedule;
- 4.4.7 consider the minutes of the Transport Working Groups meetings insofar as they relate to transport matters which have been directed for the attention of the Transport Review Group;
- 4.4.8 consider and unanimously decide any matter referred to it from the Transport Working Groups regarding outstanding disputes within those groups or any matter where those groups have failed to reach a decision;
- 4.4.9 consider and provide guidance to SZC Co and the Transport Working Groups on any matters where the Transport Review Group consider there are interfaces between those groups that need a more strategic approach;
- 4.4.10 where necessary, report to and refer matters to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or where the Transport Review Group fails to reach a unanimous decision; and
- 4.4.11 notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of Schedule 17 in the event that any of the Quorate Members of the Transport Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution.

#### 4.5 **Functions in respect of the Transport Management Plans**

4.5.1 In the event that:

- (A) a Monitoring Report identifies that any of the targets or limits set out in the Construction Worker Travel Plan or the Construction Traffic Management Plan have not been achieved or have been exceeded, or are not reasonably likely to be achieved or are likely to be exceeded; and
- (B) the Transport Review Group unanimously considers that mitigation measures are reasonably necessary to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, and advises SZC Co to that effect,

then SZC Co shall at the next available meeting of the Transport Review Group (or earlier if unanimously agreed by the Transport Review Group Members acting

reasonably) propose mitigation actions or measures (including a programme for delivery and, where relevant, a cost estimate) to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, for the unanimous approval by the Transport Review Group.

4.5.2 In the event that:

- (A) SZC Co does not submit proposed mitigation measures to the Transport Review Group in accordance with paragraph 4.5.1; or
- (B) SZC Co submits proposed mitigation measures to the Transport Review Group in accordance with paragraph 4.5.1 but the Transport Review Group does not unanimously approve those mitigation measures,

then any Transport Review Group Member may submit proposed mitigation measures (including a programme for delivery and, where relevant, a cost estimate) to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, for unanimous approval by the Transport Review Group.

4.5.3 SZC Co shall:

- (A) implement any mitigation measures approved pursuant to paragraphs 4.5.1 or 4.5.2 or (in the event of the Transport Review Group failing to reach a unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to clause 8 (as relevant), where it is agreed that any such mitigation measure will be carried out by SZC Co; or
- (B) pay Suffolk County Council's reasonable and proper costs in implementing any mitigation measures approved pursuant to paragraphs 4.5.1 or 4.5.2 or (in the event of the Transport Review Group failing to reach a unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to clause 8 (as relevant), where it is agreed that any such mitigation measure will be carried out by Suffolk County Council.

4.5.4 The Transport Review Group may unanimously approve any revisions to the Construction Worker Travel Plan or the Construction Traffic Management Plan (as relevant), for the purpose of the better functioning of those plans or the more effective mitigation of any transport impacts of the Project or for any other reason.

4.5.5 In the event that following the implementation of the Traffic Incident Management Plan in response to an event or incident, a Transport Review Group Member advises SZC Co of amendments to the Traffic Incident Management Plan that it considers (acting reasonably) would assist with effective incident management, SZC Co shall at the next available meeting of the Transport Review Group report on the advice received and any appropriate revisions to the Traffic Incident Management Plan that SZC Co considers necessary, for the unanimous approval of the Transport Review Group.

4.5.6 The Transport Review Group shall not be entitled to approve any amendments to the Construction Worker Travel Plan, the Construction Traffic Management Plan or the Traffic Incident Management Plan (except for minor or immaterial variations) unless it has been demonstrated to the reasonable satisfaction of the Transport Review Group that the amendments would not give rise to any materially new or materially different environmental effects in comparison with those assessed in the Environmental Information.

#### 4.6 **Contingent Effects Fund**

4.6.1 The Transport Review Group may unanimously agree that the Transport Co-ordinator should investigate potential Contingent Effects, report on any such

Contingent Effects, and, if required, put forward recommendations for mitigation to be funded by the Contingent Effects Fund.

4.6.2 The Transport Review Group shall monitor Contingent Effects and, in the event that the Transport Review Group, having considered the matter on the basis set out in Annex O, unanimously decides that it is necessary to provide mitigation, it may:

- (A) unanimously approve the use of the Proposed Sum from the Contingent Effects Fund for the Proposed Mitigation; or
- (B) unanimously propose the use of such alternative Proposed Sum from these funds as the Transport Review Group reasonably considers necessary to mitigate the impacts identified; or
- (C) unanimously decide to defer its decision until the next meeting of the Transport Review Group, pending the provision of further information by the Transport Co-ordinator if requested by the Transport Review Group.

4.6.3 The total payments payable by SZC Co to address Contingent Effects shall not exceed the Contingent Effects Fund.

4.6.4 SZC Co shall keep the Transport Review Group regularly updated in relation to its water supply strategy in order to enable the Transport Review Group to consider the need to monitor and mitigate its potential Contingent Effects via the Contingent Effects Fund.

#### 4.7 **Implementation of Proposed Mitigation to address Contingent Effects**

4.7.1 SZC Co shall implement any Proposed Mitigation unanimously approved by the Transport Review Group, or (in the case of failure to reach a unanimous decision) determination by the Delivery Steering Group or Expert appointed pursuant to clause 8 (as relevant), unless it is unanimously agreed by the Transport Review Group that such Proposed Mitigation will be carried out by Suffolk County Council.

4.7.2 Where it is unanimously agreed by the Transport Review Group that the Proposed Mitigation approved by the Transport Review Group shall be carried out by Suffolk County Council, Suffolk County Council shall implement the approved Proposed Mitigation.

### 5. **TRANSPORT WORKING GROUPS**

#### 5.1 **Rights of Way Working Group**

5.1.1 On or before Commencement, SZC Co shall establish the Rights of Way Working Group which shall exist until the end of the Construction Period, unless otherwise agreed by the members of the Rights of Way Working Group.

5.1.2 The Rights of Way Working Group shall comprise:

- (A) one representative to be nominated by East Suffolk Council;
- (B) two representatives to be nominated by Suffolk County Council, one of whom shall be from the rights of way team and the other from the highways team; and
- (C) up to two representatives to be nominated by SZC Co, one of whom shall be the Transport Co-ordinator,

or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Rights of Way Working Group.

5.1.3 On or before Commencement, SZC Co shall pay the PROW Fund to Suffolk County Council.

- 5.1.4 The Rights of Way Working Group shall manage and administer the PROW Fund which may be used for initiatives designed to improve the existing public rights of way network in East Suffolk and to mitigate any potential adverse effects on the existing public rights of way network that might arise from the Project, through any of the following:
- (A) physical improvements to the existing public rights of way network, creation of new public rights of way, and creation of public rights of way to link existing and/or new public rights of way, including repairs, wayfinding, improving connectivity, provision of new or upgraded gates or signage;
  - (B) supporting communication measures in relation to closures, diversions, and new access points in accordance with the PROW Communications Plan; and
  - (C) legal upgrades to the existing public rights of way network
- to the extent that such initiatives are identified and agreed (unanimously) by the Rights of Way Working Group:
- 5.1.5 Suffolk County Council shall implement or procure the implementation of any initiatives approved (unanimously) by the Rights of Way Group, up to the total value of PROW Fund.
- 5.1.6 The Rights of Way Working Group shall:
- (A) meet either virtually or in a convenient location in East Suffolk or Ipswich once every three months for the first two years of the Construction Period and once every six months thereafter during the Construction Period, such meetings to be:
    - (1) chaired by Suffolk County Council; and
    - (2) quorate if at least three members (one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
  - (B) meet no later than three months after the Commencement Date; and
  - (C) refer any matter that cannot be agreed unanimously to:
    - (1) the Transport Review Group; or
    - (2) (with the unanimous agreement of the Transport Review Group) the Environment Working Group.
- 5.1.7 The Rights of Way Working Group shall report to the Transport Review Group at least once every six months on matters including (but not limited to):
- (A) any existing initiatives that the PROW Fund has been applied towards and the effectiveness of such initiatives;
  - (B) any future initiatives that the Rights of Way Working Group has agreed will be funded by the PROW Fund; and
  - (C) any material changes to the timing or delivery of the Project that may impact upon any existing or proposed initiatives that have been or are agreed by the Rights of Way Working Group to be funded by the PROW Fund.
- 5.1.8 SZC Co shall procure that the Transport Co-ordinator will report to each meeting of the Transport Review Group:
- (A) any non-Project-related public rights of way issues identified within the community that may have the potential to influence the Project's workforce and infrastructure;

- (B) evidenced effects of the Project and its workforce on public rights of way;
  - (C) use of financial contributions secured pursuant to Schedule 10 of this Deed to implement public rights of way and cycle measures; and
  - (D) any material impacts to public rights of way that might arise as a result of changes in Project milestones, and any concerns relating to the delivery of the Project which may affect public rights of way.
- 5.1.9 SZC Co shall procure that the Transport Co-ordinator provides to the Transport Review Group the minutes of the most recent meeting of the Rights of Way Working Group.
- 5.1.10 In the event that any of the Quorate Members of the Rights of Way Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.
- 5.1.11 The Rights of Way Working Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Rights of Way Working Group; and
  - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Rights of Way Working Group from time to time, with such arrangements and terms of reference to be approved by the Transport Review Group.

## 5.2 Wickham Market Working Group

- 5.2.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Wickham Market Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Wickham Market Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
  - (B) chaired by SZC Co; and
  - (C) quorate if at least four members (at least one of which is a member representing Wickham Market Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.2.2 The Wickham Market Scheme may include some or all of the following:
- (A) wider footways, principally along the High Street;
  - (B) increased number of informal crossing points across the High Street, to enable pedestrians to cross more safely;
  - (C) reconfiguration of the High Street / Chapel Lane, High Street / Border Cot Lane and High Street / Spring Lane junctions to benefit pedestrians;
  - (D) improved segregated footpath and cycle track between the River Deben and the B1116 roundabout;
  - (E) gateway features on the approaches to Wickham Market with the aim of reducing vehicle speeds, delivering improved safety and comfort for pedestrians and cyclists; and



- (F) reconfiguration of kerbside parking along the High Street and the installation of build-outs to improve safety at a number of accesses which currently have poor visibility.
- 5.2.3 SZC Co shall provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Wickham Market Improvement Scheme and submit the Wickham Market Improvement Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.2.4 Following approval of the proposed Wickham Market Improvement Scheme by Suffolk County Council, SZC Co shall:
- (A) undertake the detailed design of the Wickham Market Scheme; and
  - (B) implement the agreed Wickham Market Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the Wickham Market Scheme before Commencement.

- 5.2.5 In the event that any of the Quorate Members of the Wickham Market Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

### 5.3 **Leiston Working Group**

- 5.3.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Leiston Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Leiston Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
  - (B) chaired by SZC Co; and
  - (C) quorate if at least four members (at least one of which is a member representing Leiston Town Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.3.2 The Leiston Scheme may include some or all of the following:
- (A) widened footways along Main Street, High Street, Cross Street and Sizewell Road, creating more space for pedestrians;
  - (B) one-way vehicle traffic on Main Street, High Street and Sizewell Road, with cycling permitted in both directions which will create more pleasant conditions for cyclists using these key routes through the town centre;
  - (C) modal filters, which motor vehicles cannot pass through but pedestrians and cyclists can, at the eastern end of Cross Street and on Valley Road, thereby reducing the volume of vehicular traffic using those roads and the town centre more generally; and
  - (D) public realm improvements in the new footway space created, which could include new seating or a cycle hub close to Leiston Library or trees along High Street.

5.3.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Leiston Scheme and submit the Leiston Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.

5.3.4 Following approval of the proposed Leiston Scheme by Suffolk County Council, SZC Co shall:

- (A) undertake the detailed design of the Leiston Scheme; and
- (B) implement the agreed Leiston Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the Leiston Scheme before Commencement.

5.3.5 In the event that any of the Quorate Members of the Leiston Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

#### 5.4 **Marlesford and Little Glemham Working Group**

5.4.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Marlesford and Little Glemham Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Marlesford and Little Glemham Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:

- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
- (B) chaired by SZC Co; and
- (C) quorate if at least four members (at least one of which is a member representing Marlesford and Little Glemham Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.

5.4.2 The Marlesford and Little Glemham Scheme may include some or all of the following:

- (A) changes to the speed limits on the A12 in the vicinity of Marlesford and Little Glemham;
- (B) re-surfacing of the A12 in the vicinity of Marlesford and Little Glemham with quiet road surfacing;
- (C) provision of footways and pedestrian crossings to enable pedestrians to cross the A12; and
- (D) improvements to junctions between the A12 and Marlesford Road, Bell Lane and Church Road.

5.4.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Marlesford and Little Glemham Working Group and submit the Marlesford and Little Glemham Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.

5.4.4 Following approval of the proposed Marlesford and Little Glemham Scheme by Suffolk County Council, SZC Co shall:

- (A) undertake the detailed design of the Marlesford and Little Glemham Scheme; and
- (B) implement the agreed Marlesford and Little Glemham Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2

PROVIDED THAT SZC Co shall not be required to implement the Marlesford and Little Glemham Scheme before Commencement.

- 5.4.5 In the event that any of the Quorate Members of the Marlesford and Little Glemham Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

## 5.5 **B1125 Working Group**

- 5.5.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the B1125 Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the B1125 Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
  - (B) chaired by SZC Co; and
  - (C) quorate if at least four members (at least one of which is a member representing Westleton Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.5.2 The B1125 Scheme may include:
- (A) safer pedestrian crossing points on the B1125, including public rights of way;
  - (B) footway improvements on the B1125;
  - (C) traffic calming on the B1125, such as gateways, road signs or markings; and
  - (D) junction modifications on the B1125 to improve road safety.
- 5.5.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the B1125 Working Group and submit the Marlesford and Little Glemham Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.5.4 Following approval of the proposed B1125 Scheme by Suffolk County Council, SZC Co shall:
- (A) undertake the detailed design of the B1125 Scheme; and
  - (B) implement the agreed B1125 Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the B1125 Scheme before Commencement.

- 5.5.5 In the event that any of the Quorate Members of the B1125 Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

## 5.6 **Yoxford Working Group**

- 5.6.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Yoxford Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Yoxford Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
  - (B) chaired by SZC Co; and
  - (C) quorate if at least four members (at least one of which is a member representing Yoxford Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.6.2 The Yoxford Scheme may include;
- (A) a pedestrian crossing on the A12 north of the junction with the Old High Road; and
  - (B) footway improvements in Yoxford.
- 5.6.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Yoxford Working Group and submit the Yoxford Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.6.4 Following approval of the proposed Yoxford Scheme by Suffolk County Council, SZC Co will:
- (A) undertake the detailed design of the Yoxford Scheme; and
  - (B) implement the agreed Yoxford Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the Yoxford Scheme before Commencement.

- 5.6.5 In the event that any of the Quorate Members of the Yoxford Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

## 5.7 **B1122 Early Years Working Group**

- 5.7.1 SZC Co shall procure that the Transport Co-ordinator will make arrangements for the B1122 Early Years Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the B1122 Early Years Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:

- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
  - (B) chaired by SZC Co; and
  - (C) quorate if at least four members (at least one of which is a member representing Theberton and Eastbridge Parish Council or Middleton-cum-Fordley Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.7.2 The B1122 Early Years Scheme shall include:
- (A) footway improvement works in Theberton;
  - (B) installation of a pedestrian crossing in Theberton and / or a reduction in the speed limit;
  - (C) installation of village gateways to Middleton Moor and Theberton;
  - (D) improvements to road safety at B1122 and Mill Road junction, Middleton; and
  - (E) improvements to rights of way crossing of the B1122.
- 5.7.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the B1122 Early Years Scheme and submit the B1122 Early Years Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.7.4 Following approval of the proposed B1122 Early Years Scheme by Suffolk County Council, SZC Co shall:
- (A) undertake the detailed design of the B1122 Early Years Scheme; and
  - (B) implement the agreed B1122 Early Years Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2
- PROVIDED THAT SZC Co shall not be required to implement the B1122 Early Years Scheme before Commencement.
- 5.7.5 In the event that any of the Quorate Members of the B1122 Early Years Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

## 5.8 Parish Councils

During the Construction Period, SZC Co shall procure that the Transport Co-ordinator shall provide details of any transport-related issues raised by the Parish Councils to the Transport Review Group at the next meeting of the Transport Review Group.

## 5.9 Local Transport Programme

At least three months before Commencement, SZC Co shall prepare and submit the Local Transport Programme to Suffolk County Council for its approval, in consultation with East Suffolk Council.

## 6. B1078 ROAD SAFETY WORKS

6.1 On or before the first use of the Southern Park and Ride, SZC Co shall implement the following road safety improvements, the final scope and design of which are to be agreed with Suffolk County Council, but may include:

- 6.1.1 **A140/B1078 junction** – improvements including vegetation maintenance to improve visibility for vehicles turning right into the B1078 and left onto the A140

as well as additional signage and road marking, or alterations to existing signage and road marking;

- 6.1.2 **B1078/B1079 junction, Otley** – improvements including vegetation maintenance to improve forward visibility on the B1078 between Easton and Otley College and the B1079 and additional signage and road markings on the B1078 approach to the B1079; and highlighting the centre warning line of the carriageway with studs to increase driver awareness;
  - 6.1.3 **B1078/Ashbocking Road junction, Ashbocking** – improvements which may include a speed reduction to 50 mph using gateway features and additional signage, including 50 mph repeater signs, to reinforce the new limit and retain the 40 mph limit in Ashbocking; and may include some resurfacing near Stonewall Farm, at Hare and Hounds Corner and at Blacksmiths Corner;
  - 6.1.4 **B1078/B1079 junction, Clopton** – improvements which may include additional signage and a gateway feature at Clopton Corner, together with high friction surfacing on the approaches to the Manor Road and Shop Road junctions; and
  - 6.1.5 **B1078, Charsfield** – improvements which may include the extension of the 30mph speed limit and a gateway feature and additional signage to reinforce the speed limit.
- 6.2 During the Construction Period, SZC Co shall check the condition of roads signs at the B1078/B1079 junction on a quarterly basis and, where necessary, clean or replace them.

## 7. **HIGHWAY STRUCTURAL MAINTENANCE CONTRIBUTION**

- 7.1 SZC Co shall:
- 7.1.1 on or before Commencement, and no less frequently than once every two years during the Construction Period, undertake a deflectograph condition survey of the Maintenance Area; and
  - 7.1.2 within three months of the end of the Construction Period, undertake a final deflectograph survey of the Maintenance Area.
- 7.2 In the event that the results of any deflectograph condition survey carried out pursuant to paragraph 7.1 demonstrate, using criteria to be agreed between SZC Co and Suffolk County Council, that maintenance works to the Maintenance Area are required to mitigate the impact of Sizewell C construction traffic, SZC Co shall pay to Suffolk County Council such amount from the Highway Structural Maintenance Contribution as is required (in the reasonable opinion of SZC Co) to carry out those maintenance works.
- 7.3 Suffolk County Council shall use the Highway Structural Maintenance Contribution to execute or procure the execution of such works as are necessary to make good any damage to the Maintenance Area caused by Sizewell C construction traffic.
- 7.4 SZC Co's maximum liability under this paragraph 7 shall be £585,133.

## 8. **A12 CONTRIBUTION**

- 8.1 On or before Commencement, SZC Co shall pay Suffolk County Council the A12 Contribution for the purpose of the A12 Scheme.
- 8.2 The parties agree that Schedule 1, paragraph 4 shall not apply to the A12 Contribution.
- 8.3 The parties agree that if the A12 Contribution remains unspent or which has not been Committed within 10 years of the date that it was paid by SZC Co, Suffolk County Council shall repay any such unspent or which has not been Committed monies together with any Accrued Interest on those monies to SZC Co or its nominee within 60 (sixty) Working Days of a request from SZC Co, unless otherwise agreed between SZC Co and Suffolk County Council.

9. **LEISTON CYCLING AND WALKING IMPROVEMENTS**

9.1 SZC Co shall pay to Suffolk County Council the Leiston Cycling and Walking Contribution in the following instalments:

9.1.1 on or before Commencement, the sum of £468,185; and

9.1.2 during the Construction Period, within 30 days of receipt from Suffolk County Council of evidence to the satisfaction of SZC Co (acting reasonably) that the Leiston Route 3 Scheme is deliverable, the sum of £260,000.

9.2 Suffolk County Council shall use the Leiston Cycling and Walking Contribution to carry out the Leiston Cycling and Walking Improvements.

9.3 SZC Co's maximum liability under this paragraph 9 shall be £728,185.

10. **B1122 CORRIDOR REPURPOSING SCHEME**

Following the opening of the Sizewell Link Road to the public, SZC Co shall agree the B1122 Corridor Repurposing Scheme with Suffolk County Council and shall implement the agreed B1122 Corridor Repurposing Scheme.

11. **HIGHWAY SIGNAGE**

11.1 On or before Commencement, SZC Co shall submit a Signage Strategy to Suffolk County Council for approval.

11.2 Suffolk County Council shall consult East Suffolk Council and National Highways before approving the Signage Strategy, and before approving any changes to the Signage Strategy which are considered by SZC Co or Suffolk County Council to be reasonably required during the Construction Period thereafter.

11.3 SZC Co shall fund and implement the Signage Strategy on the A12, B1122 and other Suffolk County Council maintained roads, to the extent agreed in the Signage Strategy, and shall install, maintain and remove signs provided in accordance with the Signage Strategy as agreed with Suffolk County Council.

11.4 SZC Co shall fund and implement the Signage Strategy on the A14 and strategic road network to the extent agreed in the Signage Strategy, and shall install, maintain and remove signs provided in accordance with the Signage Strategy as agreed with Suffolk County Council in consultation with National Highways.

12. **AIL ROUTES**

12.1 On or before Commencement, SZC Co shall submit an AIL Structural Survey in respect of each of the AIL Routes to Suffolk County Council for its approval.

12.2 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council (following consultation with National Highway) of the AIL Structural Survey in respect of that AIL Route.

12.3 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route, prior to the completion by SZC Co of the approved AIL Structural Improvements in respect of that AIL Route.

12.4 On or before Commencement, SZC Co shall submit details of the AIL Route Scheme in respect of each of the AIL Routes to Suffolk County Council for its approval.

12.5 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council (following consultation with National Highways) of the AIL Route Scheme in respect of that AIL Route.

12.6 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route, prior to the completion by SZC Co of the approved AIL Route Scheme in respect of that AIL Route.

- 12.7 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road prior to agreeing an AIL Level Crossing Protocol in respect of each of the AIL Routes with Suffolk County Council, Suffolk Constabulary, and Network Rail.
- 12.8 Prior to the opening of the Two Village Bypass and Sizewell Link Road to the public, SZC Co shall submit the AIL Escort Guide to the Transport Review Group for its approval.
- 12.9 Following the opening of the Two Village Bypass and Sizewell Link Road to the public, SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road prior to the approval of the AIL Escort Guide by the Transport Review Group.

### 13. **AIL CONTRIBUTIONS**

- 13.1 SZC Co shall pay the following to Suffolk County Council for onward payment to Suffolk Constabulary to meet Suffolk Constabulary's costs associated with the escorting of Abnormal Indivisible Loads to the SZC Development Site by road:

13.1.1 £1,643,226 on or before Commencement; and

13.1.2 £1,643,226 on or before each anniversary of the first payment made pursuant to paragraph 13.1.1 above until such time as both the Sizewell Link Road and the Two Village Bypass are open to the public,

which shall be used by Suffolk Constabulary to fund the training and costs of four Abnormal Indivisible Loads escort teams until such time as both the Sizewell Link Road and the Two Village Bypass are open to the public.

- 13.2 At least twelve months prior to the date on which SZC Co anticipates that both the Sizewell Link Road and the Two Village Bypass will be open to the public, SZC Co shall agree with the Suffolk Constabulary the amount and timing of payments to be made for the remainder of the Construction Period by SZC Co in relation to the provision by Suffolk Constabulary of Abnormal Indivisible Loads escort teams in accordance with paragraph 13.3.
- 13.3 The amount of the payments to be agreed by SZC Co and the Suffolk Constabulary shall represent the likely cost to the Suffolk Constabulary of escorting Abnormal Indivisible Loads to the SZC Development Site by road during the remainder of the Construction Period.
- 13.4 SZC Co shall notify Suffolk County Council of its agreement with the Suffolk Constabulary under paragraph 13.2 and shall make the agreed payments to Suffolk County Council for onward payment to the Suffolk Constabulary.
- 13.5 SZC Co acknowledges that whilst Suffolk Constabulary may not be able to provide the Abnormal Indivisible Load escort team for up to eighteen (18) months following receipt of payment pursuant to paragraph 13.1.1 Suffolk Constabulary will work closely with SZC Co to provide escorting services as soon as those resources become available following all necessary recruitment and training.
- 13.6 SZC Co's maximum liability under paragraph 13.1 is £10,000,000.
- 13.7 SZC Co acknowledges that in the event that the Sizewell Link Road and the Two Village Bypass are not both open to the public on the sixth anniversary of the first payment made pursuant to paragraph 13.1.1, from that date Suffolk Constabulary shall not be required to provide an Abnormal Indivisible Load escort team unless SZC Co and Suffolk Constabulary have carried out the review pursuant to paragraphs 13.8 to 13.10, and (if required) the funding of such future Abnormal Indivisible Load escort team provision has been



determined and the first instalment of such funding has been made to Suffolk Constabulary.

- 13.8 In the event that the Sizewell Link Road and the Two Village Bypass are not both open to the public on the fourth anniversary of the first payment made pursuant to paragraph 13.1.1, within three months of that date SZC Co and the Suffolk Constabulary shall:
- 13.8.1 carry out a joint review of paragraphs 13.1 and 13.6 of this Schedule, having regard to:
- (A) the progress of the Project and the anticipated programme for the opening of the Sizewell Link Road and the Two Village Bypass to the public;
  - (B) the level of unspent payments previously made by SZC Co pursuant to paragraph 13.1;
  - (C) the agreed level of annual instalments payable under paragraph 13.1; and
  - (D) the anticipated level of escorting services anticipated to be required by the Project prior to the opening of the Sizewell Link Road and the Two Village Bypass to the public; and
- 13.8.2 agree (both parties acting reasonably) whether the payments payable by SZC Co pursuant to paragraphs 13.1 and 13.6 should:
- (A) either partially or fully, continue to be payable; or
  - (B) be otherwise adjusted,
- 13.9 during the period prior to the opening of both the Sizewell Link Road and the Two Village Bypass to the public after the sixth anniversary of the first payment made pursuant to paragraph 13.1.1 in order to provide for the payment by SZC Co of the likely cost to the Suffolk Constabulary of escorting Abnormal Indivisible Loads to the SZC Development Site by road.
- 13.10 In the event that SZC Co and the Suffolk Constabulary have not reached an agreement pursuant to paragraph 13.8.2 within three months of the fourth anniversary of the first payment made pursuant to paragraph 13.1.1, SZC Co shall:
- 13.10.1 convene a meeting of the Transport Review Group pursuant to paragraph 4.2.2 as soon as reasonably practicable for the sole purpose of resolving this matter; and
- 13.10.2 refer the disagreement to the Transport Review Group for its determination.
- 13.11 Provided that Suffolk Constabulary has entered into a Deed of Covenant, SZC Co agrees that a failure by the Transport Review Group to determine the matter within 30 Working Days shall be treated as a Dispute to be resolved in accordance with Clause 8.
- 13.12 SZC Co shall:
- 13.12.1 notify Suffolk County Council of its agreement with the Suffolk Constabulary under paragraph 13.8 or the determination of the Transport Review Group under paragraph 13.9 or of the Expert under paragraph 13.10; and
- 13.13 shall make the agreed payments to Suffolk County Council for onward payment to the Suffolk Constabulary.

14. **HIGHWAY TECHNICAL APPROVAL AND INSPECTION FEES**

14.1 Prior to the submission by SZC Co of any information to Suffolk County Council in respect of a request for Suffolk County Council to carry out highway technical approval and supervision work for a particular highway work (whether a Standard Highway Work or the Sizewell Link Road or Two Village Bypass) SZC Co shall provide Suffolk County Council with an estimate of the cost of such highway works together with such information Suffolk County Council shall reasonably require in order for the Bond Value of that highway work to be determined by Suffolk County Council.

14.2 Prior to the completion of any Highway Agreement relating to a Standard Highway Work or the Sizewell Link Road or Two Village Bypass, SZC Co shall provide Suffolk County Council with such information as Suffolk County Council shall reasonably require in order for the bond value of that highway work to be updated if necessary by Suffolk County Council.

14.3 SZC Co shall pay the Standard Highway Technical Approval and Inspection Fees to Suffolk County Council in the following instalments in respect of each Standard Highway Work:

14.3.1 25% on or before commencing detailed design approval of the relevant Standard Highway Work following written request by SZC Co for Suffolk County Council to commence such detailed design approval;

14.3.2 25% three months after commencing detailed design approval of the relevant Standard Highway Work; and

14.3.3 50% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) prior to the completion of any Highway Agreement in relation to that Standard Highway Work or the commencement of works in relation to that Standard Highway Work (whichever is earlier),

to be applied by Suffolk County Council to cover the full audit and inspection fees in connection with such Standard Highway Work and (unless otherwise agreed by SZC Co and Suffolk County Council) SZC Co shall not be required by Suffolk County Council to pay fees under agreements made under Article 21 of the Development Consent Order in respect of the audit and inspection of the relevant Standard Highway Work.

14.4 Suffolk County Council shall carry out the audit and inspection of each Standard Highway Work following the payments made pursuant to paragraph 14.3 but for the avoidance of doubt shall be under no obligation to carry out any such audit and inspection work until the first payment in respect of a Standard Highway Work is made pursuant to paragraph 14.3.1.

14.5 SZC Co shall pay the SLR and TVB Highway Technical Approval and Inspection Fees to Suffolk County Council in the following instalments for each of the Sizewell Link Road and Two Village Bypass:

14.5.1 20% on or before commencing detailed design approval of the Sizewell Link Road or Two Village Bypass (as applicable) following written request by SZC Co for Suffolk County Council to commence such detailed design approval;

14.5.2 20% three months after commencing detailed design approval of the Sizewell Link Road or Two Village Bypass (as applicable);

14.5.3 30% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) of the SLR and TVB Highway Technical Approval and Inspection Fees prior to the completion of any Highway Agreement in relation to the Sizewell Link Road or Two Village Bypass (as appropriate), and any increase in the SLR and TVB Highway Technical Approval and Inspection Fees as a result of an evidenced and reasonable overspend by Suffolk County Council in carrying out relevant highway technical approval and inspection work up to a maximum of

7.5% of the Bond Value of the Sizewell Link Road or Two Village Bypass (as applicable) PROVIDED THAT SZC Co shall pay Suffolk County Council in increments of 1% of the Bond Value where there is any evidenced and justified overspend; and

- 14.5.4 30% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) of the SLR and TVB Highway Technical Approval and Inspection Fees prior to the Commencement of the Sizewell Link Road or Two Village Bypass (as appropriate), and any increase in the SLR and TVB Highway Technical Approval and Inspection Fees as a result of an evidenced and reasonable overspend by Suffolk County Council in carrying out relevant highway technical approval and inspection work up to a maximum of 7.5% of the Bond Value of the Sizewell Link Road or Two Village Bypass (as applicable) PROVIDED THAT SZC Co shall pay Suffolk County Council in increments of 1% of the Bond Value where there is any evidenced and justified overspend,

to be applied to cover the full audit and inspection fees relating to the Sizewell Link Road or Two Village Bypass (as appropriate) and (unless otherwise agreed by SZC Co and Suffolk County Council) SZC Co shall not be required by Suffolk County Council to pay fees under agreements made under Article 21 of the Development Consent Order in respect of the audit and inspection of the Sizewell Link Road or Two Village Bypass (as appropriate).

- 14.6 Suffolk County Council shall carry out the audit and inspection of the Sizewell Link Road or Two Village Bypass (as appropriate) following the payments pursuant to paragraph 14.5.1 but for the avoidance of doubt shall be under no obligation to carry out any such audit and inspection work until the first payment in respect of the Sizewell Link Road or Two Village Bypass (as appropriate) is made pursuant to paragraph 14.5.1.
- 14.7 In the event that Suffolk County Council does not expend the full amount of any SLR and TVB Highway Technical Approval and Inspection Fees received pursuant to paragraph 14.5 in respect of the Sizewell Link Road or Two Village Bypass (as appropriate) any such underspend shall be paid to SZC Co by Suffolk County Council on receipt of written request of SZC Co (which may not be made prior to the completion of construction of the Sizewell Link Road or Two Village Bypass (as appropriate) save for a reserve of 0.325% of the Bond Value that shall be retained by Suffolk County Council until the completion of the latter of: (i) the maintenance period for the relevant works or (ii) the stage 4 road safety audit relating to those works.
- 14.8 Suffolk County Council shall, on a monthly basis and prior to any request by Suffolk County Council for a 1% incremental increase in accordance with paragraphs 14.5.3 or 14.5.4, provide SZC Co with updates (on an open-book basis) in relation to the highway technical approval and inspection costs incurred by Suffolk County Council in respect of the Sizewell Link Road and Two Village Bypass.

## 15. HIGHWAYS AGREEMENTS

- 15.1 Upon SZC Co's request and without unreasonable delay, Suffolk County Council shall enter into Highway Agreements with SZC Co, PROVIDED THAT the terms of such Highway Agreements are satisfactory to Suffolk County Council, acting reasonably.
- 15.2 Notwithstanding paragraph 15.1, SZC Co and Suffolk County Council agree that Suffolk County Council may reasonably require the following terms in any Highway Agreement:
- 15.2.1 the provision of a bond sum or performance bond by SZC Co in respect of the works to be carried out under the relevant Highway Agreement;
- 15.2.2 funding for or provision by SZC Co of site accommodation and transport during the construction of the relevant highway work;
- 15.2.3 funding for or provision by SZC Co of material testing;

- 15.2.4 the payment by SZC Co of Suffolk County Council's reasonable legal costs for negotiating any Highway Agreement in respect of a Standard Highway Work;
  - 15.2.5 the payment by SZC Co of any costs relating to the creation and implementation of any permanent or temporary traffic regulation orders required in connection with the relevant Highway Agreement;
  - 15.2.6 commuted sums for maintenance of any works carried out in connection with the relevant Highway Agreement; and
  - 15.2.7 either a bond or indemnity in relation to meeting Suffolk County Council's likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973.
- 15.3 SZC Co and Suffolk County Council agree that a failure to agree the proposed terms of a Highway Agreement within 30 Working Days from SZC Co's request that Suffolk County Council enter into such an agreement, shall be treated as a Dispute to be resolved in accordance with Clause 8.
- 15.4 SZC Co and Suffolk County Council agree that SZC Co may not make a request that Suffolk County Council enter into a Highway Agreement pursuant to paragraph 15.1 and the 30 Working Day time period shall not begin to run unless and until Suffolk County Council have approved the design of the relevant highway work to be dealt with in such Highway Agreement.
- 16. PUBLIC RIGHT OF WAY CREATION ARRANGEMENTS**
- 16.1 SZC Co shall use reasonable endeavours to enter into Public Right of Way Creation Arrangements to ensure that the Public Right of Way Creation Route is dedicated as a bridleway by no later than the end of the Construction Period.
- 16.2 SZC Co agrees that it shall enter into a creation agreement pursuant to section 25 of the 1980 Act required by Suffolk County Council in relation to land owned by SZC Co in connection with the implementation of initiatives identified by the Rights of Way Working Group (or determined by the Delivery Steering Group or the dispute resolution procedure in clause 8) and that SZC Co shall not seek compensation under section 28 of the 1980 Act in respect of any use by Suffolk County Council of its compulsory powers for the creation of footpaths, bridleways and restricted byways under section 26 of the 1980 Act on land within SZC Co's ownership in connection with the implementation of initiatives identified by the Rights of Way Working Group (or determined by the Delivery Steering Group or the dispute resolution procedure in clause 8).

## SCHEDULE 17 GOVERNANCE

### 1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**"Accommodation Decision"** means a decision made by the Accommodation Working Group;

**"Community Groups"** means the SZC Forum, the Main Development Site Forum, the Northern Transport Forum and the Southern Transport Forum and "the relevant Community Group" shall mean any one of these groups;

**"Decision-Making Groups"** means the Governance Groups that have responsibility for:

- (a) the approval of the application of Contributions, the initiatives to be funded by a Contribution, the quantum of any funding to be paid by SZC Co pursuant to this Deed, or any other approval relating to the release of a financial sum to a Council under this Deed; and/or
- (b) for the approval of any scheme, measure, programme and/or action to be carried out by SZC Co (or for SZC Co to procure is carried out) pursuant to this Deed;

**"Design Elements"** means the following:

- (a) Skybridges (being Work No. 1A(b)(ii));
- (b) intermediate level waste store (being Work No. 1A(f));
- (c) Interim Spent Fuel Store (being Work No. 1A(g));
- (d) Main Access Control Building (being Work No. 1A(h) and (i));
- (e) visitor centre (being Work No. 1D(e) or Work No. 1E(e));
- (f) administrative buildings to include workshops, civils store and general store (Work No. 1D(g) or Work No. 1E(f));
- (g) Accommodation Campus (being Work No. 3);
- (h) Turbine Halls (being Work No. 1A(b)(i));
- (i) Operational Service Centre ((being Work No. 1A(c)));
- (j) SSSI Crossing (Work No. 1A(l)); and
- (k) Coastal defence features (including hard and soft and northern mound) (being Work No. 1A(n) and (o),

of Schedule 1 to the Development Consent Order) (each a **"Design Element"**);

**"Fast-Track Decision Dispute"** means a Relevant Decision escalated by Suffolk County Council or East Suffolk Council in the circumstances provided for in paragraph 9.2 of this Schedule 17;

**"Main Development Site Forum"** means the group established pursuant to paragraph 5.14 to achieve the purpose set out in paragraph 5.23;

**"Northern Transport Forum"** means the group established pursuant to paragraph 5.25 to achieve the purpose set out in paragraph 5.34;

**"Project Team"** means two representatives to be nominated by SZC Co together with appropriate technical specialists invited to join meetings on an ad-hoc basis to address specific technical matters relating to the agenda of the meeting;

**"Relevant Decision"** means any decision of a Decision-Making Group, or failure of a Decision-Making Group to make a decision where requested in accordance with this Deed, in connection with any of the following:

- a) the approval of the application of Contributions, the initiatives to be funded by a Contribution, the quantum of any funding to be paid by SZC Co pursuant to this Deed or any other approval relating to the release of a financial sum to a Council under this Deed; and/or
- b) for the approval of any scheme, measure, programme and/or action to be carried out by SZC Co (or for SZC Co to procure is carried out) pursuant to this Deed;

**"Southern Transport Forum"** means the group established pursuant to paragraph 5.36 to achieve the purpose set out in paragraph 5.45;

**"Suffolk Design Review Panel"** means the group of that name established to promote and encourage high standards in design of the built environment in Suffolk;

**"SZC Forum"** means the group established pursuant to paragraph 5.5 to achieve the purpose set out in paragraph 5.12;

**"Water Levels Management Group"** means the group of that name established in accordance with paragraph 7.2 to consider wider ranging pressures and opportunities for the Sizewell Marshes SSSI, in terms of protection, resilience and future adaptation; and

**"Water Monitoring Plan"** means the water monitoring plan for Work No.1A in Schedule 1 to the Development Consent Order to be approved by East Suffolk Council pursuant to the Development Consent Order.

## 2. GENERAL

- 2.1 SZC Co shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.2 Suffolk County Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and the Oversight Partnership and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.3 East Suffolk Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and the Oversight Partnership and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.4 The general reporting and escalation functions of the Governance Groups shall be as set out in this Deed, which is represented visually in Figure 1 set out in Annex A to this Deed.
- 2.5 For the avoidance of doubt, each decision of the Governance Groups shall be reached unanimously unless otherwise stated in this Deed.

## 3. DELIVERY STEERING GROUP

- 3.1 On or before Commencement, SZC Co shall establish the Delivery Steering Group which shall exist until the first anniversary of the end of the Construction Period.
- 3.2 The Delivery Steering Group shall comprise:
  - 3.2.1 a service director (or equivalent) from East Suffolk Council;
  - 3.2.2 a service director (or equivalent) from Suffolk County Council; and
  - 3.2.3 up to two representatives to be nominated by SZC Co, including SZC Co's site director,
 or such alternates as may be nominated by those members from time to time.
- 3.3 SZC Co and the Councils agree that meetings of the Delivery Steering Group shall:
  - 3.3.1 take place quarterly (or less or more frequently where agreed by the Delivery Steering Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;

- 3.3.2 be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present, unless otherwise agreed by the members of the Delivery Steering Group; and
- 3.3.3 be attended by members or representatives of the Review Groups or Working Groups, third parties or other experts from time to time and as agreed by the Delivery Steering Group members in order to observe and participate in discussions or present information to the Delivery Steering Group.
- 3.4 The Delivery Steering Group shall meet no later than three months after the Commencement Date.
- 3.5 The Delivery Steering Group will be chaired by SZC Co's construction director.
- 3.6 The Delivery Steering Group shall:
  - 3.6.1 consider all implementation, progress and reports submitted to it by the Review Groups or Working Groups;
  - 3.6.2 having regard to the above reports, monitor and assess the actions taken and decisions made by the Review Groups and/or Working Groups;
  - 3.6.3 provide assistance, guidance and advice on the action(s) that should be taken by the Review Groups and/or Working Groups;
  - 3.6.4 decide any areas of disagreement within the Review Groups or where a Review Group has failed to reach a decision;
  - 3.6.5 identify key risks, issues, interdependencies and opportunities for optimising the effectiveness and efficiency of the implementation and delivery of the Project; and
  - 3.6.6 facilitate communication on matters of strategic importance within the Review Groups and/or Working Groups.
- 3.7 In the event that the Delivery Steering Group is unable to agree on any matters for its determination, SZC Co and the Councils agree that such a failure to agree may be treated as a Dispute to be resolved in accordance with clause 8.
- 3.8 In the event that any of the Quorate Members of any of the Review Groups refers an urgent matter to the Delivery Steering Group for resolution the Delivery Steering Group shall:
  - 3.8.1 meet as soon as reasonably practicable after the members of the Delivery Steering Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter; and
  - 3.8.2 be entitled to vary any of the requirements of this paragraph 3 by agreement of the members of the Delivery Steering Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 3.9 In the event of any Fast-Track Decision Dispute the Delivery Steering Group shall:
  - 3.9.1 meet as soon as reasonably practicable after the Delivery Steering Group are notified and in any event within 10 Working Days for the sole purpose of resolving the Fast-Track Decision Dispute;
  - 3.9.2 be entitled to vary any of the requirements of this paragraph 3 by agreement of the members of the Delivery Steering Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the Fast-Track Decision Dispute;
  - 3.9.3 be entitled, by unanimous vote, to approve or reverse a Relevant Decision or an Accommodation Decision (as applicable) in accordance with paragraph 9.2 having regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and

- 3.9.4 reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 21 Working Days from the date the Delivery Steering Group are notified of the Fast-Track Decision Dispute.
- 3.10 For the avoidance of doubt any urgent meeting of the Delivery Steering Group pursuant to paragraph 3.8 and 3.9 shall not count as the quarterly meeting of the Delivery Steering Group required to be held pursuant to paragraph 3.3.1.

#### 4. **OVERSIGHT PARTNERSHIP**

During the Construction Period, East Suffolk Council and Suffolk County Council will set up an Oversight Partnership bringing together the two Councils with key local public sector bodies, NGOs and not-for-profit organisations, as an opportunity to raise and discuss concerns and priorities related to the Project. The two Councils will be responsible for collating and reporting from Oversight Partnership meetings into the Delivery Steering Group and other Review Groups. The action points of the meeting will be made available on the Public Information Portal hosted by East Suffolk Council.

#### 5. **COMMUNITY GROUPS**

- 5.1 SZC Co shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
- 5.2 Suffolk County Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
- 5.3 East Suffolk Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
- 5.4 **SZC Forum**
- 5.5 On or before Commencement, SZC Co shall establish the SZC Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.6 The SZC Forum shall comprise:
- 5.6.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;
  - 5.6.2 one East Suffolk Council cabinet member to be nominated by East Suffolk Council;
  - 5.6.3 one representative to be nominated by Suffolk County Council to represent the Leiston division and one cabinet member;
  - 5.6.4 one Suffolk County Council cabinet member to be nominated by Suffolk County Council;
  - 5.6.5 relevant representatives of the Project Team to be nominated by SZC Co;
  - 5.6.6 one elected councillor or clerk from each of the parish and town councils within East Suffolk and any parish or town council outside of East Suffolk where any mitigation, improvement measures, or construction in relation to the Project are to be carried out pursuant to obligations in this Deed; and
  - 5.6.7 one representative of the Suffolk Association of Local Councils.
- 5.7 The SZC Forum shall invite representatives from the Office of Nuclear Regulation and the Environment Agency and any other statutory authorities to attend meetings of the SZC Forum.
- 5.8 The SZC Forum shall:
- 5.8.1 be chaired by an independent chair recruited and appointed by SZC Co;



- 5.8.2 meet at least annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time in consultation with the Suffolk Association of Local Councils; and
- 5.8.3 meet no later than three months after the Commencement Date.
- 5.9 SZC Co shall be responsible for the administration of convening and holding meetings of the SZC Forum.
- 5.10 The SZC Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the SZC Forum from time to time.
- 5.11 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.12 The purpose of the SZC Forum shall be for SZC Co to present updates on project progress during the Construction Period and to provide an opportunity for representatives from communities located in East Suffolk to ask questions, raise issues of concern and receive relevant project information. The SZC Forum will update representatives on the work of the Main Development Site Forum, the Southern Transport Forum and the Northern Transport Forum. The SZC Forum will discuss key issues affecting the local communities in East Suffolk and ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.13 **Main Development Site Forum**
- 5.14 On or before Commencement, SZC Co shall establish the Main Development Site Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.15 The Main Development Site Forum shall comprise:
  - 5.15.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;
  - 5.15.2 one representative to be nominated by Suffolk County Council to represent the Leiston division; and
  - 5.15.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.16 The Main Development Site Forum shall not later than one month after its establishment invite a representative from each of the following parishes to join the Main Development Site Forum:
  - 5.16.1 one elected councillor or clerk nominated by Leiston-cum-Sizewell Town Council;
  - 5.16.2 one elected councillor or clerk nominated by Theberton and Eastbridge Parish Council;
  - 5.16.3 one elected councillor or clerk nominated by Middleton-cum-Fordley Parish Council;
  - 5.16.4 one elected councillor or clerk nominated by Aldringham-cum-Thorpe Parish Council;
  - 5.16.5 one elected councillor or clerk nominated by Aldeburgh Town Council; and
  - 5.16.6 one elected councillor or clerk nominated by Knodishall Parish Council.
- 5.17 The Main Development Site Forum shall invite representatives from statutory authorities relevant to the particular agenda to attend meetings of the Main Development Site Forum.
- 5.18 The Main Development Site Forum shall:
  - 5.18.1 be chaired by an independent chair recruited and appointed by SZC Co;

- 5.18.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
- 5.18.3 meet no later than three months after the Commencement Date.
- 5.19 The chair of the Main Development Site shall, in their absolute discretion, be permitted to invite an elected councillor or clerk nominated by any parish council not included at paragraph 5.16 to join the Main Development Site Forum, upon receipt of a written request with reasons for joining.
- 5.20 SZC Co shall be responsible for the administration of convening and holding meetings of the Main Development Site Forum.
- 5.21 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.22 The Main Development Site Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Main Development Site Forum from time to time, with such further arrangements and terms of reference to be approved by the Main Development Site Forum.
- 5.23 The purpose of the Main Development Site Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Main Development Site and other third parties (as appropriate) to provide project information in respect of relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Main Development Site and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.24 **Northern Transport Forum**
- 5.25 On or before Commencement, SZC Co shall establish the Northern Transport Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.26 The Northern Transport Forum shall comprise:
  - 5.26.1 one representative to be nominated by East Suffolk Council;
  - 5.26.2 one representative to be nominated by Suffolk County Council; and
  - 5.26.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.27 The Northern Transport Forum shall not later than one month after its establishment invite one representative from each of the following parishes to join the Northern Transport Forum:
  - 5.27.1 one elected councillor or clerk nominated by Darsham Parish Council;
  - 5.27.2 one elected councillor or clerk nominated by Yoxford Parish Council;
  - 5.27.3 one elected councillor or clerk nominated by Thorington Parish Council;
  - 5.27.4 one elected councillor or clerk nominated by Kelsale-cum-Carlton Parish Council;
  - 5.27.5 one elected councillor or clerk nominated by Sibton Parish Council;
  - 5.27.6 one elected councillor or clerk nominated by Peasenhall Parish Council;
  - 5.27.7 one elected councillor or clerk nominated by Saxmundham Parish Council;
  - 5.27.8 one elected councillor or clerk nominated by Westleton Parish Council; and
  - 5.27.9 one elected councillor or clerk nominated by Blythburgh Parish Council.

- 5.28 The Northern Transport Forum shall, at the chair's absolute discretion, invite one elected councillor nominated by any other parish council within East Suffolk to join the Northern Transport Forum upon receiving a written request to do the same.
- 5.29 The Northern Transport Forum shall invite representatives from the Highways Authority and any other statutory authorities to attend meetings of the Northern Transport Forum.
- 5.30 The Northern Transport Forum shall:
- 5.30.1 be chaired by relevant representatives of the Project Team to be nominated by SZC Co;
  - 5.30.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
  - 5.30.3 meet no later than three months after the Commencement Date.
- 5.31 SZC Co shall be responsible for the administration of convening and holding meetings of the Northern Transport Forum.
- 5.32 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.33 The Northern Transport Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Northern Transport Forum from time to time, with such further arrangements and terms of reference to be approved by the Northern Transport Forum.
- 5.34 The purpose of the Northern Transport Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Northern Park and Ride Site, Yoxford roundabout and other highway improvement works Sites, and Sizewell Link Road Site (the "**Northern Transport Forum Sites**") and other third parties (as appropriate) to provide project information in relation to relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern relating to road and rail transport specific to SZC Co's construction, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Northern Transport Forum Sites and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.35 **Southern Transport Forum**
- 5.36 On or before Commencement, SZC Co shall establish the Southern Transport Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.37 The Southern Transport Forum shall comprise:
- 5.37.1 one representative to be nominated by East Suffolk Council;
  - 5.37.2 one representative to be nominated by Suffolk County Council; and
  - 5.37.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.38 The Southern Transport Forum shall not later than one month after its establishment invite one representative from each of the following parishes to join the Southern Transport Forum:
- 5.38.1 one elected councillor or clerk nominated by Hacheston Parish Council;
  - 5.38.2 one elected councillor or clerk nominated by Wickham Market Parish Council;
  - 5.38.3 one elected councillor or clerk nominated by Levington Parish Council;
  - 5.38.4 one elected councillor or clerk nominated by Farnham Parish Council;
  - 5.38.5 one elected councillor or clerk nominated by Stratford St Andrew Parish Council;

- 5.38.6 one elected councillor or clerk nominated by Nacton Parish Council;
  - 5.38.7 one elected councillor or clerk nominated by Campsea Ashe Parish Council;
  - 5.38.8 one elected councillor or clerk nominated by Marlesford Parish Council;
  - 5.38.9 one elected councillor or clerk nominated by Little Glemham Parish Council;
  - 5.38.10 one elected councillor or clerk nominated by Woodbridge Parish Council;
  - 5.38.11 one elected councillor or clerk nominated by Martlesham Parish Council;
  - 5.38.12 one elected councillor or clerk nominated by Melton Parish Council; and
  - 5.38.13 one elected councillor or clerk nominated by Saxmundham Parish Council.
- 5.39 The Southern Transport Forum shall, at the chair's absolute discretion, invite one elected councillor nominated by any other parish council within East Suffolk to join the Southern Transport Forum upon receiving a written request to do the same.
- 5.40 The Southern Transport Forum shall invite representatives from the Highways Authority and any other statutory authorities to attend meetings of the Southern Transport Forum.
- 5.41 The Southern Transport Forum shall:
- 5.41.1 be chaired by an independent chair recruited and appointed by SZC Co;
  - 5.41.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
  - 5.41.3 meet no later than three months after the Commencement Date.
- 5.42 SZC Co shall be responsible for the administration of convening and holding meetings of the Southern Transport Forum.
- 5.43 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.44 The Southern Transport Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Southern Transport Forum from time to time, with such further arrangements and terms of reference to be approved by the Southern Transport Forum.
- 5.45 The purpose of the Southern Transport Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Southern Park and Ride Site, Freight Management Facility Site and the Two Village Bypass Site (the "**Southern Transport Forum Sites**") and other third parties (as appropriate) to provide project information in respect of relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern relating to road and rail transport specific to SZC Co's construction, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Southern Transport Forum Sites and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.

## 6. REVIEW GROUPS

### 6.1 Planning Group

- 6.1.1 On or before Commencement, SZC Co shall establish the Planning Group which shall exist until three years after the end of the Construction Period.
- 6.1.2 The Planning Group shall comprise:
  - (A) one representative to be nominated by East Suffolk Council;
  - (B) one representative to be nominated by Suffolk County Council; and
  - (C) up to two representatives to be nominated by SZC Co,

or such alternates as may be nominated by those representatives from time to time.

- 6.1.3 SZC Co and the Councils agree that meetings of the Planning Group shall:
- (A) take place monthly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
  - (B) be chaired by SZC Co; and
  - (C) be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 6.1.4 The Planning Group shall meet no later than three months after the Commencement Date.
- 6.1.5 SZC Co shall be responsible for the administration of convening and holding meetings of the Planning Group.
- 6.1.6 The Planning Group shall:
- (A) report and make recommendations to the Delivery Steering Group, other Review Groups and the Working Groups; and
  - (B) refer strategic matters considered by the Planning Group to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Planning Group fails to reach a unanimous decision.
- 6.1.7 In the event that the Planning Group cannot agree on any matters or recommendations, any member can refer those matters to the Delivery Steering Group for guidance.
- 6.1.8 In the event that any of the Quorate Members of one of the Working Groups refers a matter to the Planning Group for urgent resolution, the Planning Group shall:
- (A) meet as soon as reasonably practicable after the members of the Planning Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Planning Group required to be held pursuant to paragraph 6.1.3); and
  - (B) be entitled to vary any of the requirements of this paragraph 6.1 by agreement of the members of the Planning Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 6.1.9 In the event that any of the Quorate Members of the Planning Group consider that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 above.
- 6.1.10 The Planning Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Planning Group; and
  - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Planning Group from time to time,  
with such arrangements and terms of reference to be approved by the Delivery Steering Group.

## 6.2 Social Review Group

- 6.2.1 On or before Commencement, SZC Co shall establish the Social Review Group which shall exist until the end of the Construction Period.
- 6.2.2 The Social Review Group shall comprise:
- (A) one representative to be nominated by East Suffolk Council;
  - (B) one representative to be nominated by Suffolk County Council; and
  - (C) up to two representatives to be nominated by SZC Co,
- or such alternates as may be nominated by those representatives from time to time.
- 6.2.3 SZC Co and the Councils agree that meetings of the Social Review Group shall:
- (A) take place every six months during the Construction Period (or more frequently where agreed by the Social Review Group) either virtually or at a convenient location in East Suffolk to be notified by SZC Co to the members of the Social Review Group from time to time;
  - (B) be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
  - (C) chaired alternately by Suffolk County Council and East Suffolk Council with the first meeting to be chaired by Suffolk County Council; and
  - (D) be attended by members or representatives of the Social Working Groups, third parties or other experts from time to time and as agreed by the Social Review Group members in order to observe and participate in discussions or present information to the Social Review Group.
- 6.2.4 The Social Review Group shall meet no later than three months after the Commencement Date.
- 6.2.5 SZC Co shall be responsible for the administration of convening and holding meetings of the Social Review Group and shall ensure that minutes of each meeting are taken.
- 6.2.6 The Social Review Group shall:
- (A) receive reports from the Social Working Groups;
  - (B) consider and decide any matter referred to it from the Social Working Groups regarding outstanding disputes within the relevant Social Working Group or any matter where the relevant Social Working Group has failed to reach a decision;
  - (C) consider and provide guidance to SZC Co and the Social Working Groups in respect of any matter where the Social Review Group considers there are interfaces between the Social Working Groups that need a more strategic approach; and
  - (D) report to and refer any matter (including any matter considered by the Social Review Group pursuant to paragraph 6.2.6(B)) upon which the members are unable to agree unanimously to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.
- 6.2.7 In the event that any of the Quorate Members of one of the Social Working Groups refers a matter to the Social Review Group for urgent resolution, the Social Review Group shall:
- (A) meet as soon as reasonably practicable after the members of the Social Review Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent

meeting not counting as a meeting of the Social Review Group required to be held pursuant to paragraph 6.2.3); and

- (B) be entitled to vary any of the requirements of this paragraph 6.2 by agreement of the members of the Social Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.

6.2.8 In the event that any of the Quorate Members of the Social Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 above.

6.2.9 The Social Review Group:

- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Social Review Group; and
- (B) may make such further administrative arrangements and terms of reference as it considers appropriate for its proper and efficient functioning from time to time,  
with such arrangements and terms of reference to be approved by the Delivery Steering Group.

## 7. WATER

### 7.1 Water Management Working Group

7.1.1 On or before Commencement, SZC Co shall establish the Water Management Working Group which shall exist until the end of the Construction Period.

7.1.2 The Water Management Working Group shall comprise:

- (A) one representative to be nominated by SZC Co;
- (B) one representative to be nominated by Suffolk County Council;
- (C) one representative to be nominated by East Suffolk Council;
- (D) one representative to be nominated by EDF Energy Nuclear Generation Limited;
- (E) one representative to be nominated by the Environment Agency;
- (F) one representative to be nominated by Natural England;
- (G) one representative to be nominated by Suffolk Wildlife Trust; and
- (H) one representative to be nominated by the East Suffolk Internal Drainage Board,

or such alternates as may be nominated by those representatives from time to time.

7.1.3 The Water Management Working Group shall:

- (A) be chaired by the representative of East Suffolk Council;
- (B) meet bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time (or at such other frequency as may be agreed by the Water Management Working Group acting reasonably);
- (C) meet no later than three months after the Commencement Date; and
- (D) refer to the Environment Review Group for its determination any matter upon which the members of the Water Management Working Group are unable to agree unanimously.

- 7.1.4 The Water Management Working Group shall report to the Environment Review Group bi-annually on the following matters:
- (A) the results of monitoring undertaken by SZC Co in accordance with the Water Monitoring Plan; and
  - (B) any mitigation carried out by SZC Co pursuant to the Water Monitoring Plan.
- 7.1.5 SZC Co and the Councils agree that meetings of the Water Management Working Group shall be quorate if at least two members (at least one of which is a member representing SZC Co and one of which is a member representing East Suffolk Council) are present.
- 7.1.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Water Management Working Group.
- 7.1.7 The Water Management Working Group may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Water Management Working Group from time to time, with such further arrangements and terms of reference to be approved by the Environment Working Group.
- 7.1.8 In the event that any of the Quorate Members of the Water Management Working Group considers that a matter needs to be referred to the Environment Review Group for urgent resolution, it shall notify the members of the Environment Review Group accordingly to invoke the urgency process in Schedule 11, paragraph 15.7.
- 7.1.9 The Water Management Working Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Water Management Working Group; and
  - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Water Management Working Group from time to time, with such arrangements and terms of reference to be approved by the Environment Review Group.

## 7.2 Water Levels Management Group

- 7.2.1 On or before Commencement, SZC Co shall establish a Water Levels Management Group which shall exist until the fifth anniversary of the end of the Construction Period.
- 7.2.2 The Water Levels Management Group shall comprise of the members of the Water Management Working Group listed in paragraph 7.1.2 and RSPB.
- 7.2.3 The Water Levels Management Group shall make such administrative arrangements and terms of reference as its members shall agree are appropriate for its proper and efficient functioning from time to time, including:
- (A) SZC Co shall be responsible for the administration of convening and holding meetings of the Water Levels Management Group, which shall take place bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
  - (B) meetings shall take place bi-annually; and
  - (C) the East Suffolk Internal Drainage Board shall chair any meeting of the Water Levels Management Group which it attends.



## 8. DESIGN

8.1 Prior to the submission of details pursuant to Requirement 12 of the Development Consent Order for each Design Element, SZC Co shall pay up to £52,800 to East Suffolk Council for onward payment to the Suffolk Design Review Panel to contribute towards the reasonable and proper costs of the Suffolk Design Review Panel for:

8.1.1 its attendance at a site familiarisation visit at the SZC Development Site; and

8.1.2 reviewing and providing written advice in respect of SZC Co's proposed design of the relevant Design Element (including attendance at a meeting to discuss such design),

to be paid in tranches against the presentation of invoices following such attendance, review or advice.

8.2 Upon submission of details pursuant to Requirement 12 of the Development Consent Order for each Design Element, SZC Co shall provide the Councils with a report setting out how the submitted details have had regard to the advice of the Suffolk Design Review Panel.

## 9. FAST-TRACK ESCALATION BY THE COUNCILS

9.1 Notwithstanding any other provisions in this Deed (including this Schedule) which provide for matters on which the Decision-Making Groups disagree to be addressed through escalation to Review Groups and then (if necessary) to the Delivery Steering Group and ultimately (if necessary) to be settled by dispute resolution under clause 8, paragraph 9.2 shall apply.

9.2 In the event that a Relevant Decision is made by a Decision-Making Group which Suffolk County Council or East Suffolk Council considers prejudices its ability to mitigate the impacts of the Project with respect to any statutory function performed by the respective Council the following shall apply:

9.2.1 Suffolk County Council or East Suffolk Council (as applicable) may within 10 Working Days escalate the matter directly to the Delivery Steering Group;

9.2.2 the Delivery Steering group shall seek resolution to the issue pursuant to paragraph 3.9 of this Schedule to the satisfaction of all parties;

9.2.3 if the Delivery Steering Group cannot reach a unanimous decision to resolve the Fast-Track Decision Dispute and communicate it to the parties within not more than 21 Working Days from the date that the Delivery Steering Group are notified of the Fast-Track Decision Dispute Suffolk County Council or East Suffolk Council (as applicable) may treat the matter as a Dispute and refer it to dispute resolution pursuant to clause 8; and

9.2.4 the Delivery Steering Group and the dispute resolution process pursuant to clause 8 may reverse the Relevant Decision in the event that it is considered that the decision prejudices Suffolk County Council's or East Suffolk Council's ability to mitigate the impacts of the Project with respect to the relevant Council's respective statutory function.

9.3 Notwithstanding any action taken by Suffolk County Council or East Suffolk Council pursuant to paragraph 9.2, any decision made pursuant to the provisions in this Deed shall stand until such time as it is reversed by the Delivery Steering Group or dispute resolution pursuant to clause 8.

9.4 In the event that any Relevant Decision is reversed by the Delivery Steering Group or dispute resolution pursuant to clause 8, SZC Co, East Suffolk Council and Suffolk County Council shall act in good faith to take such action as is necessary to implement the reversed decision, including repayment of funds distributed in accordance with the original

decision, the payment of any funds determined as payable following the reversed decision and/or the carrying out of any scheme, measure, programme and/or action.

- 9.5 Any decision by the Delivery Steering Group or dispute resolution pursuant to clause 8 which is taken pursuant to escalation under paragraph 9.2 may only be in respect of the relevant Fast-Track Decision Dispute in question and not affect any other Relevant Decision that may have already have been reached but which is not the subject to a Fast-Track Decision Dispute.

IN WITNESS WHEREOF THIS DEED HAS BEEN DULY EXECUTED BY THE PARTIES TO THIS DEED ON THE DATE WHICH APPEARS AT THE HEAD OF THIS DOCUMENT

The **COMMON SEAL** of **EAST** )  
**SUFFOLK COUNCIL** was )  
hereunto affixed in the presence of: )

Authorised signatory

The **COMMON SEAL** of )  
**SUFFOLK COUNTY COUNCIL** was )  
hereunto affixed in the presence of: )

Authorised signatory

Executed as a Deed by .....  
**NNB GENERATION COMPANY**  
**(SZC) LIMITED** acting by **(Signature of director)**  
Humphrey Cadoux-Hudson  
in the presence of

.....  
**(Name of witness)**

.....

.....

.....  
**(Address of witness)**

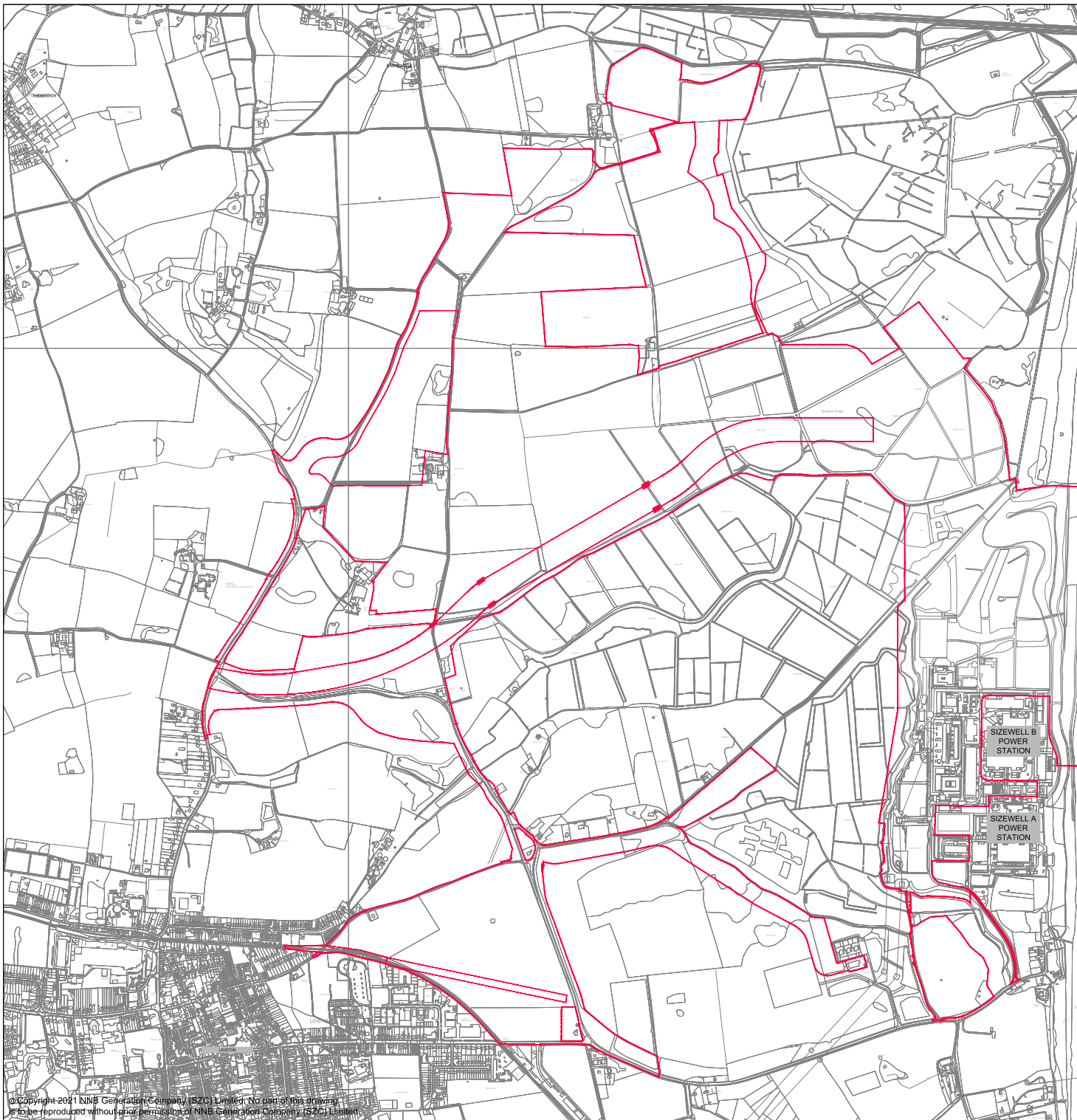
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**(Signature of witness)**

## LIST OF PLANS AND ANNEXURES

<b>Plans</b>	
Plan 1A(a)-(b)	SZC Development Site Plan
Plan 1B	Accommodation Campus Site Plan
Plan 1C	Leiston Sports Facilities Site Plan
Plan 1D	Rail Development Site Plan
Plan 1E	Freight Management Facility Site Plan
Plan 1F	Northern Park and Ride Site Plan
Plan 1G(a)-(d)	Sizewell Link Road Site Plans
Plan 1H	Southern Park and Ride Site Plan
Plan 1I(a)-(b)	Two Village Bypass Site Plans
Plan 1J(a)-(d)	Yoxford roundabout and other highway improvement works Sites Plans
Plan 1K	Benhall Site Plan
Plan 1L	Halesworth Site Plan
Plan 1M	Pakenham Site Plan
Plan 1N	Marsh Harrier Habitat Improvement Site Plan
Plan 2	Natural Environment Improvement Area
Plan 3	Aldhurst Farm Plan
Plan 4	MMP for Minsmere Area
Plan 5	MMP for Sandlings (Central) Area
<b>Annexures</b>	
Annex A	Figure 1: Visual representation of Governance structure
Annex B	Draft Deed of Covenant
Annex C	Pre-Commencement Obligations
Annex D	Financial Contributions Table
Annex E	Health and Wellbeing: Key Performance Indicators
Annex F	SZC Supply Chain Work Plan
Annex G	The B1122 Properties
Annex H	Implementation Plan

Annex I	Marine Technical Forum Terms of Reference
Annex J	Operational Travel Plan Principles
Annex K	Construction Traffic Management Plan
Annex L	Construction Worker Travel Plan
Annex M	Traffic Incident Management Plan
Annex N	B1125 Scheme
Annex O	Contingent Effects
Annex P	B1078 Road Safety Improvements
Annex Q	B1122 Early Years Scheme
Annex R	Leiston Scheme
Annex S	Marlesford and Little Glemham Scheme
Annex T	Wickham Market Scheme
Annex U	MMP for Minsmere – Walberswick and Sandlings (North)
Annex V	MMP for Sandlings (Central) and Alde-Ore Estuary
Annex W	Noise Mitigation Scheme
Annex X	Yoxford Scheme
Annex Y	Leiston Cycling and Walking Improvements
Annex Z	Maintenance Area
Annex AA	Policing KPIs
Annex AB	Informal Recreation and Green Space Proposals



**NOTES:**

1. ORDNANCE SURVEY MASTERMAP DATA ADOPTED AS DRAWING BACKGROUND DATA.

**KEY:**

ORDER LIMITS

REVISION	DATE	DRAWN	CHECKED	REASON FOR REVISION / COMMENTS	APPROVED
01	APR 2021	SB	NP	DDO SUBMISSION	SZC 01

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PROJECT:  
 SIZEWELL C

DOCUMENT:  
 DEED OF DEVELOPMENT  
 CONSENT OBLIGATIONS

DRAWING TITLE:  
 PLAN 1A(a)  
 SZC DEVELOPMENT SITE PLAN

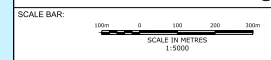
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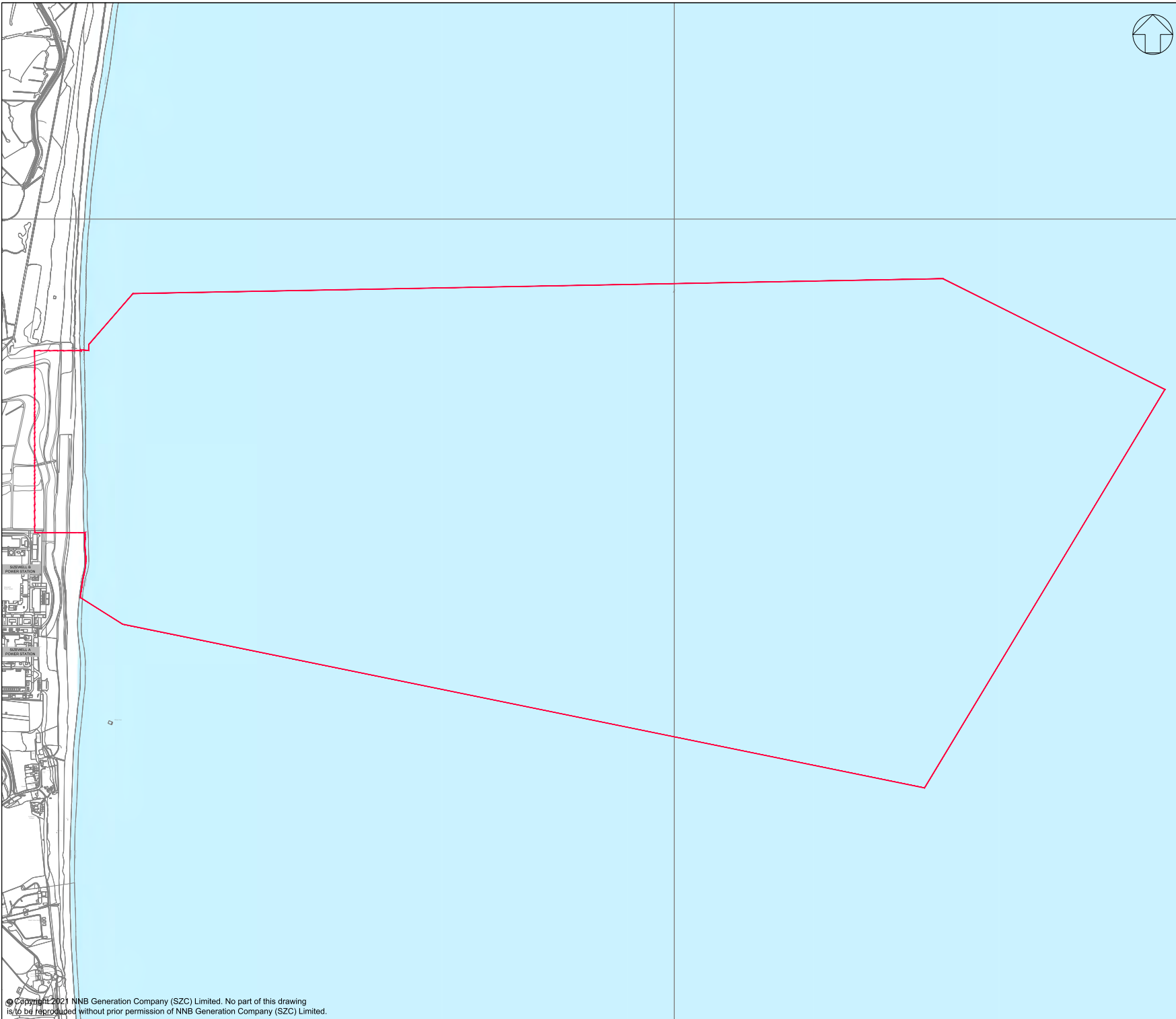
REVISION:  
 01

DATE:  
 APR 2021

DRAWN:  
 SB

SCALE:  
 1:5000@A0





**NOTES:**

1. ORDNANCE SURVEY MASTERMAP DATA ADOPTED AS DRAWING BACKGROUND DATA.

**KEY:**

ORDER LIMITS

01	APR 2021	SB	NP	000 SUBMISSION	SZC 01
REVISION	DATE	DRAWN	CHECKED	REASONS FOR REVISION / COMMENTS	APPROVED

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PROJECT:  
**SIZEWELL C**

DOCUMENT:  
**DEEDS OF DEVELOPMENT  
 CONSENT OBLIGATIONS**

DRAWING TITLE:  
**PLAN 1A(b)  
 SZC DEVELOPMENT SITE PLAN  
 (OFFSHORE)**

DRAWING NO:  
**SZC-SZ0100-XX-000-DRW-100222**

REVISION:  
**01**

DATE:  
**APR 2021**

DRAWN:  
**SB**

SCALE:  
**1:5000@A0**

