



The Planning Act 2008

Sizewell C (SZC)

Planning Inspectorate Reference: *EN010012*

Deadline 2 – 2 June 2021

ESC comments on draft s.106, accompanying draft
Explanatory Memorandum and draft Confirmation and
Compliance Document

East Suffolk Council: 20026200

8.17 Draft Section 106 Agreement – Revision 3.0 [[REP1-007](#)]

8.17 Draft Section 106 Agreement – Appendix A – Plans – Revision 2.0 [[REP1-008](#)]

8.17 Draft Section 106 Agreement Tracked Changes Version – Revision 3 against Revision 2 = Revision 1.0 [[REP1-009](#)]

8.20 Draft Section 106 Explanatory Memorandum - Revision 2.0 [[REP1-011](#)]

East Suffolk Council is providing these comments in addition to our responses to the ExA's written questions on section 106 that have also been submitted at Deadline 2.

The comments listed in this table have been previously provided to the Applicant. They are not exhaustive and may alter as different iterations of the s.106 evolve.

However, ESC is content with current work by the Applicant to progress the s.106, in particular populating the Schedules further.

V3 Section	Existing	ESC comment
“Implementation”	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project, other than operations consisting of the Relocated Facilities Works prior to the occurrence of the Transitional Date, and the words "Implement" and "Implemented" and cognate expressions shall be construed accordingly;	Delete
“Preparatory Works”	means operations consisting of: (a) site preparation and clearance works; (b) pre-construction archaeological works; (c) environmental surveys and monitoring; (d) removal of hedgerows, trees and shrubs; (e) investigations for the purpose of assessing ground conditions; (f) diversion or laying of services; (g) remedial work in respect of any contamination or adverse ground conditions (excluding works including and associated with dewatering activities carried out as part of Work No. 1A(l), Work No. 1A(t) and Work No.1A(u) in Schedule 1 to the Development Consent Order); (h) receipt and erection of construction plant and equipment; (i) the temporary display of site notices and advertisements; and (j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 3, Work No. 9, Work No. 10 or Work No. 13 in Schedule 1 to the Development Consent Order).	It is not acceptable for all of these works to be carried out before the s106 is completed. In particular, removal of hedgerows, trees and shrubs can have ecological implications that may need to be addressed through the requirements.

“Relocated Facilities Works”	means means Work No. 1D and/or Work No. 1E in Schedule 1 to the Development Consent Order;	Extra ‘means’, also this would only be acceptable if all of the relevant condition under DC/19/1637/FUL or DC/20/4646/FUL have been discharged.
1.2.1	reference to the masculine, feminine and neuter genders shall include other genders;	Prefer gender neutral language throughout if achievable
4.	OBLIGATIONS IN RELATION TO EXECUTION OF THE DEVELOPMENT CONSENT OBLIGATION	Subject to any material amendments required as a result of any changes in the DCO following execution of this deed?
4.2	East Suffolk Council covenants to co-ordinate the execution of the Development Consent Obligation by itself, Suffolk County Council and West Suffolk Council such that the quadruplicate Development Consent Obligation is returned to the Undertaker duly executed by all three Councils within one calendar month of the Request.	Given the distance between each Council – and that we have no plans to go back to the office full time at ESC, this would be difficult if we all had to sign and seal the same copy of a document. It may be more realistic to give each Authority at least 2 weeks to carry out their part.
“Preparatory Works”	means operations consisting of: (a) site preparation and clearance works; (b) pre-construction archaeological works; (c) environmental surveys and monitoring; (d) removal of hedgerows, trees and shrubs; (e) investigations for the purpose of assessing ground conditions; (f) diversion or laying of services; (g) remedial work in respect of any contamination or adverse ground conditions (excluding works including and associated with dewatering activities carried out as part of Work No. 1A(l), Work No. 1A(t) and Work No.1A(u) in Schedule 1 to the Development Consent Order); (h) receipt and erection of construction plant and equipment; (i) the temporary display of site notices and advertisements; and (j) erection of temporary buildings and structures (which for the purpose of this definition does not	ESC does not agree, in particular d), f), g) have potential implications from an ecological perspective (as previous comment)

	include Work No. 3, Work No. 9, Work No. 10 or Work No. 13 in Schedule 1 to the Development Consent Order).	
“Relocated Facilities Works”	means Work No. 1D and/or Work No. 1E in Schedule 1 to the Development Consent Order	As previous comment relating to this
“Second Relocated Facilities Section 106 Agreement”	means the agreement under section 106 of the 1990 Act and other relevant powers dated 17 February 2021 and made between East Suffolk Council and NGL (as varied from time to time);	NGL is not defined
“Sizewell B relocated facilities permissions”	(b) the planning permission granted pursuant to the hybrid application for Work No. 1E submitted on 16 November 2020 with reference DC/20/4646/FUL and any amendments thereto submitted on behalf of NGL to East Suffolk Council (the “Second Sizewell B Relocated Facilities Permission”).	NGL is not defined
“Sizewell C Construction Workforce”	means persons: (a) employed to work on the Sizewell C Project at the Main Development Site or one or more of the Associated Development Sites as their main place of work; and (b) who have been at the Main Development Site or one or more of the Associated Development Sites on at least 5 separate days in a 30 day period during the Construction Period; and (c) who have been at the Main Development Site or [one or more of] the Associated Development Sites for at least 37.5 hours in a 30 day period during the Construction Period.	Main Development Site and Associated Development Sites are not defined.
ADDITION		1.2.17 Where in this agreement it is stated that the SZC Co’s consent, approval or agreement is required, SZC Co agrees not to unreasonably withhold its consent approval or agreement and to confirm in writing its consent, approval or agreement or otherwise of the relevant matter, scheme or measure within

		<p>21 days of the date of receipt of details of such matter, scheme or measure, or such longer period as may be agreed in writing between SZC Co and the relevant Council, and in the event of SZC Co failing to respond within the relevant decision period (or longer period as agreed) that the relevant Council may proceed with on the basis that such matter, scheme or measure has been approved by SZC Co.</p>
3.1.1	<p>the Commencement Date has occurred, [with the exception of this clause 3 and clauses [●] and clause 4 insofar as it relates to obligations in the Schedules that must be complied with prior to the Commencement Date all of which shall have operative effect from the date of this Deed].</p>	<p>Revision: and clause 4 insofar as it relates to and the obligations</p>
3.2.1	<p>until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced;</p>	<p>Add: with the exception of clause 3 and clauses [?] and clause 4 and the obligations in the Schedules that must be complied with prior to the Commencement Date all of which shall have operative effect from the date of this Deed;</p>
5. RELEASE	<p>SZC Co shall, upon transfer of the entire benefit of the Development Consent Order pursuant to article [9] of the Development Consent Order, be released from all obligations in this Deed in relation to that interest but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.</p>	<p>Revision:</p> <p>5.1 SZC Co shall, prior to the transfer of any or all of the benefit of the Development Consent Order pursuant to article [9] of the Development Consent Order, provide the Councils with a deed of covenant, in a form to be approved by the Councils,</p>

		<p>duly executed by the transferee of any or all of the benefit of the Development Consent Order which confirms that the transferee of any or all of the benefit of the Development Consent Order shall comply with the obligations of SZC Co pursuant to this Deed</p> <p>5.2 Upon the Councils' issuing written confirmation that the deed of covenant required pursuant to clause 5.1 above has been received and released unconditionally to the Councils for completion such confirmation to be issued by the Councils within 10 working days of receipt of the duly executed deed of covenant, in the approved form, SZC Co shall, , be released from all its obligations in this Deed but without prejudice to the rights of enforcement of the parties in relation to any antecedent breach by SZC Co of those obligations.</p>
7. CERTIFICATES OF COMPLIANCE	East Suffolk Council will within 21 Working Days following receipt of a written request by SZC Co	East Suffolk Council will within 56 Working Days following receipt of a written request by SZC Co
12.1.1	at least [●] Working Days prior to the Commencement Date	ESC request 10 working days
Schedule 1 2.4	East Suffolk Council and Suffolk County Council shall each provide SZC Co with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this Schedule 1.	Add: Subject to SZC Co paying each Councils reasonable administrative and legal costs,
Schedule 1 3.2	The Councils each covenant with SZC Co that they will within 6 months of the Commencement Date and annually thereafter until the Contributions have been spent provide	Add: Subject to SZC Co paying each Councils reasonable administrative and legal costs, the Councils each covenant with SZC Co that they will within 12 months of the Commencement Date

	SZC Co with a statement setting out details of the purposes to which the monies have been applied.	
Schedule 1 3.3	Notwithstanding paragraph 3.2, SZC Co shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Councils each covenant with SZC Co to provide access to all such information and evidence to enable SZC Co to carry out any such audit on an annual basis.	Add: Notwithstanding paragraph Error! Reference source not found. , SZC Co shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and subject to SZC Co paying each Councils reasonable administrative and legal costs , the Councils each covenant with SZC Co to provide access to all such information and evidence to enable SZC Co to carry out any such audit on an annual basis.
Schedule 1 4.1	Unless expressly stated otherwise in this Deed, if any amount of money paid to the Councils under this Deed by SZC Co remains unspent within 5 years of the date that amount was paid by SZC Co, the Councils shall repay any such unspent monies together with any Accrued Interest on those monies to SZC Co or its nominee within [●] Working Days of a request from SZC Co, unless otherwise agreed between the parties.	Add: Unless expressly stated otherwise in this Deed, if any amount of money paid to the Councils under this Deed by SZC Co remains unspent or unallocated or uncommitted within 5 years of the date that amount was paid by SZC Co, the Councils shall repay any such unspent, unallocated or uncommitted monies together with any Accrued Interest on those monies to SZC Co or its nominee within [●] Working Days of a request from SZC Co, unless otherwise agreed between the parties.
Schedule 1 5.2	Following the performance and satisfaction of all the obligations contained in this Deed, East Suffolk Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed and East Suffolk Council shall use all endeavours to effect such a cancellation within a period of [●] Working Days.	Revise: Following the performance and satisfaction of all the obligations contained in this Deed, East Suffolk Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed and East Suffolk Council.

Schedule 1 6	within [●] days	within 56 days
Schedule 2		<p>ESC anticipate staffing will be required to facilitate:</p> <ul style="list-style-type: none"> • Attendance at review group meetings including preparation for; • Monitoring – see specific comments re: air quality, noise, but also ecology, landscape, planning; • Enforcement – ESC anticipates there will be numerous complaints that will need to be investigated by planning enforcement officers during the construction phase; • Planning staff – to discharge requirements, work with enforcement and other monitoring officers; and <p>S106 fund management – to be discussed further.</p>
Schedule 2 4.2	The Councils shall within [●] Working Days of receiving a request from SZC Co produce itemised timesheets showing all of the matters that the Officers have worked on during the period of their employment pursuant to this Schedule 2, to include both matters relating to the Project and any other matters.	Delete
Schedule 2 5.1	[SZC Co shall provide to the Councils prior to [●] an anticipated programme for the submission of material to the Councils to discharge relevant requirements pursuant to the Development Consent Order.]	Suggest: Commencement

Schedule 2 5.2.3	the level of activity undertaken by the Officers in relation the Project as evidenced by the itemised timesheets of the Officers described in paragraph 5.2; and	Revision: the level of activity undertaken by the Officers in relation the Project; and
Schedule 2 5.3	Following the joint review to be carried out by SZC Co and the Councils pursuant to paragraph 6.2, SZC Co shall prepare a report identifying whether any funding of staff resources funded by SZC Co pursuant to this Deed should, either partially or fully, continue or be adjusted after the periods provided for in this Schedule 2.	Revision: Following the joint review to be carried out by SZC Co and the Councils pursuant to paragraph Error! Reference source not found. , SZC Co shall prepare a report identifying whether any funding of staff resources funded by SZC Co pursuant to this Deed should, either partially or fully, continue or be adjusted after the periods provided for in this Error! Reference source not found. for approval by the Councils.
Schedule 2 5.4	New para.	5.4 SZC Co shall take into account any reasonable amendments required by the Councils to the report submitted to them pursuant to paragraph 5.3 above.
Schedule 2 5.4	SZC Co shall provide a copy of the report completed under paragraph 6.3 to the Councils by not later than [●] and shall thereafter provide any funding in the amount and at the intervals determined by SZC Co pursuant to paragraph 6.3.]	Revision and rename: 5.5 SZC Co shall provide a copy of the report as approved by the Councils pursuant to paragraph 5.3 and 5.4 above, by not later than [●] and shall thereafter provide any funding in the amount and at the intervals determined by SZC Co pursuant to paragraph 0.]
Schedule 3		ESC is generally content with the scope of the Housing Fund within the draft s106 – we need to be satisfied that the total costing behind the Fund will

		<p>enable ESC to meet the requirements and aspirations of the Fund including with regard to staff time.</p> <p>Funding for tourism element not yet resolved. ESC will provide a separate costing in relation to this element.</p>
Schedule 3 1.1	<p>“Accommodation Co-ordinator” means the accommodation co-ordinator or co-ordinators appointed or commissioned by SZC Co in accordance with paragraph 3 who shall:</p>	<p>Revision: “Accommodation Co-ordinator” means the suitably qualified and experienced accommodation co-ordinator</p>
Schedule 3 1.1	<p>“Accommodation Management System” means the accommodation management system to be established by SZC Co to:</p>	<p>This should be approved by ESC.</p>
Schedule 3 1.1	<p>“HB Workers” means members of the Sizewell C Construction Workforce who in response to a workforce survey carried out pursuant to paragraph 6.2 indicate that they: (a) lived within Norfolk, Suffolk, Essex, South Cambridgeshire or East Cambridgeshire immediately prior to obtaining work on the Sizewell C Project; and (b) continue to live within Norfolk, Suffolk, Essex, South Cambridgeshire or East Cambridgeshire on starting work on the Sizewell C Project;</p>	<p>What about workers who lived in these counties but move closer to the construction site?</p>
Schedule 3 1.1	<p>“Housing and Homelessness Services Resilience Measures” means measures to support the East Suffolk Council’s statutory housing advice and homelessness prevention service where there is evidence of increased housing market stress impacting the level of demand on this service which may reasonably be related to the effects of the NHB</p>	<p>Revision: “Housing and Homelessness Services Resilience Measures” means measures to support the East Suffolk Council’s statutory housing advice and homelessness prevention service where there is evidence of increased housing market stress</p>

	Workforce, including (subject to agreement by the Accommodation Working Group that those measures would be effective in responding to effects which may be reasonably attributed to the Project):	impacting the level of demand on this service which may in the reasonable opinion of East Suffolk, be related to the effects of the NHB Workforce, including but not limited to (subject to agreement by the Accommodation Working Group that those measures would be effective in responding to effects which may be reasonably attributed to the Project):
Schedule 3 1.1	“NHB Workers” means members of the Sizewell C Construction Workforce who: (a) have moved accommodation permanently or temporarily to take up employment on the Sizewell C Project; and (b) are not HB Workers;	See HB workers comment and add: and “NHB Workforce” shall be construed accordingly
Schedule 3 1.1	“Private Housing Supply Plan” means the plan to be prepared by East Suffolk Council and approved by the AWG to fund any or all of the following initiatives (or any other appropriate initiatives which the Accommodation Working Group considers in its reasonable opinion would supply private housing in the Construction Period at an equivalent rate and value for money)	Minor revision: “Private Housing Supply Plan” means the plan to be prepared by East Suffolk Council and approved by the AWG to fund any or all of the following initiatives (or any other appropriate initiatives which the AWG considers in its reasonable opinion would supply private housing in the Construction Period at an equivalent rate and value for money):
Schedule 3 1.1	“Sizewell C Construction Workforce” means persons: (a) employed to work on the Sizewell C Project at the Main Development Site or one or more of the Associated Development Sites as their main place of work; and (b) who have been at the Main Development Site or one or more of the Associated Development Sites on at least 5 separate	Defined above, so unclear why this is necessary?

	days in a 30 day period during the Construction Period; and (c) who have been at the Main Development Site or [one or more of] the Associated Development Sites for at least 37.5 hours in a 30 day period during the Construction Period.	
Schedule 3 1.1	<p>“Tourist Accommodation Plan” means the plan to be produced by East Suffolk Council and approved by the Accommodation Working Group to set out measures to provide additional capacity and support to the tourist accommodation sector where effects may otherwise arise that could be reasonably attributed to the Project, including the following measures and others subject to agreement by the Accommodation Working Group that those measures would be effective in responding to effects which may be reasonably attributed to the Project</p>	<p>Revision: “Tourist Accommodation Plan” means the plan to be produced by East Suffolk Council and approved by the Accommodation Working Group to set out measures to provide additional capacity and support to the tourist accommodation sector where effects may otherwise arise that could be, in the reasonable opinion of the Council, attributed to the Project, including the following measures and others subject to agreement by the Accommodation Working Group (acting reasonably) that those measures would be effective in responding to effects which may be reasonably attributed to the Project:</p>
Schedule 3 2	HOUSING FUND	The Housing Fund will need to cover elements not included currently in 2.1.1 – 2.1.3 so a catchall “ such other measures reasonably required by ESC” or similar is required.
Schedule 3 2.2	When considering how to apply the Housing Fund, East Suffolk Council shall take into account any recommendations of the Accommodation Working Group and the extent to which the proposed initiative:	Revision: When considering how to apply the Housing Fund, East Suffolk Council shall take into account any reasonable recommendations of the Accommodation Working Group and the extent to which the proposed initiative:

Schedule 3 2.2.4	where the initiative aims to increase the supply of bedspaces: 11/67512804_1 34 11/68068899_1 34 (A) would deliver bedspaces prior to the sixth anniversary of the Commencement Date; and (B) offers the potential for recycling the Housing Fund so that it can be reinvested in other housing initiatives, as far as reasonably practicable.	Add: 'sixth anniversary or peak workforce numbers being reached'
Schedule 3 2.6.3	Every 6 months following the approval of the Private Housing Supply Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:	Subject to SZC Co. paying East Suffolk's reasonable administration and the legal costs, every 12 months following the approval of the Private Housing Supply Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:
Schedule 3 2.6.5	The Accommodation Working Group may decide upon the receipt of information pursuant to 2.6.3 and 2.6.4 and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Private 11/67512804_1 35 11/68068899_1 35 Housing Supply Plan and following such a review to instruct East Suffolk Council to prepare a revised draft Private Housing Supply Plan for its approval.	Revision: The Accommodation Working Group may decide upon the receipt of information pursuant to 0 and Error! Reference source not found. and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Private Housing Supply Plan and following such a review to request that East Suffolk Council considers preparing a draft revised Private Housing Supply Plan for its approval and if East Suffolk Council considers in its reasonable opinion that a revised Private Housing Supply Plan is necessary, it shall prepare a draft revised Private Housing Supply Plan for approval by AWG within a timeframe agreed between East Suffolk Council and the AWG and until such time as the draft revised Private Housing Supply Plan is approved by the

		AWG, the approved Private Housing Supply Plan shall continue to take effect
Schedule 3 2.7.3	Annually on the anniversary of the approval of the Tourist Accommodation Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:	Revision: Subject to SZC Co paying East Suffolk Council's reasonable administration and legal costs, annually on the anniversary of the approval of the Tourist Accommodation Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:
Schedule 3 2.7.3	(B) details of initiatives and bedspaces delivered (if applicable) by Housing Fund monies pursuant to paragraph 2.6.2 and the Tourist Accommodation Plan by category of initiative and location.	Query: Should this be reference to 2.7.2 as 2.6.2 relates to Private Housing Supply Plan. If this is the correct reference, then it duplicates what is already required at 2.6.2
Schedule 3 2.7.4	The Accommodation Working Group may decide upon the receipt of information pursuant to 2.7.3 and 2.6.4, and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Tourist Accommodation Plan and following such a review to instruct East Suffolk Council to prepare a draft revised Tourist Accommodation Plan for its approval.	Revision: The Accommodation Working Group may decide upon the receipt of information pursuant to Error! Reference source not found. and Error! Reference source not found. , and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Tourist Accommodation Plan and following such a review to request that East Suffolk Council consider preparing a draft revised Tourist Accommodation Plan for its approval and if East Suffolk Council considers in its reasonable opinion that a revised Tourist Accommodation Plan is necessary, it shall prepare a draft revised Tourist Accommodation Plan for approval by AWG within a timeframe agreed between East Suffolk Council and

		the AWG and until such time as the draft revised Tourist Accommodation Plan is approved by the AWG, the approved Tourist Accommodation Plan shall continue to take effect
Schedule 3 2.8.2	(B) information provided by East Suffolk Council that the Accommodation Working Group agrees (acting reasonably) shows housing market stress relative to pre-Commencement levels which may reasonably be related to the effects of the NHB Workforce, including	Revision: (B) information provided by East Suffolk Council that the Accommodation Working Group agrees (acting reasonably) shows housing market stress relative to pre-Commencement levels which may, in the reasonable opinion of East Suffolk Council, be related to the effects of the NHB Workforce, including:
Schedule 3 3.1	<p>3.1 Accommodation Campus</p> <p>3.1.1 Unless otherwise agreed with the Accommodation Working Group, SZC Co shall use reasonable endeavours to deliver the Accommodation Campus in accordance with the Implementation Plan.</p>	ESC expects there to be a cap on the number of workers permitted on the SZC construction site until the Accommodation Campus is available.
Schedule 3 5.1	On or before the Commencement Date, SZC Co shall establish the Accommodation Management System.	ESC expects this to be set up in consultation with the Council and for ESC to have an approving role.
Schedule 3 6.1.2	<p>6.1.2 The Accommodation Working Group shall comprise:</p> <p>(A) [three] representatives from SZC Co,</p> <p>(B) [two] representative from East Suffolk Council, and</p> <p>(C) [one] representative from Suffolk County Council.</p>	This could result in split voting, ESC suggests that we, in our role as Chair, have the casting vote.

Schedule 4 1.1	“Emergency Co-ordinator” means the emergency co-ordinator or co-ordinators appointed by SZC Co in accordance with paragraph 2.1.1 who shall:	Revision: “Emergency Co-ordinator” means the suitably qualified and experienced emergency co-ordinator or co-ordinators appointed by SZC Co in accordance with paragraph Error! Reference source not found. who shall:
Schedule 4 4.1.2	in the event of any incident in relation to the Project during the Construction Period that results in the evacuation of local residents or businesses from their premises, an amount determined in accordance with paragraph 4.4 to contribute towards the costs incurred by ESC in relation to that evacuation PROVIDED THAT the total amount paid under this paragraph 4.1.2 shall not exceed £[●].	Revision: ESC to East Suffolk Council
Schedule 4 4.4	Payments pursuant to this paragraph 4 shall only be made following approval by SZC Co of a request received in writing from East Suffolk Council or Suffolk County Council (as appropriate) detailing the amounts requested to be paid by reference to the relevant paragraph of this Schedule 4.	Revision: Payments pursuant to this paragraph Error! Reference source not found. shall be made by SZC Co following a request received in writing from East Suffolk Council or Suffolk County Council (as appropriate) detailing the amounts to be paid by reference to the relevant paragraph of this Schedule 4.
Schedule 4 5.6	Meetings of the Community Safety Working Group shall be quorate if at least 3 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present.	Each Council should have at least on representative there.
Schedule 5	Query	It Is not clear to ESC whether Community Safety Partnership Measures sit here or in Schedule 3. This would be measures such as raising awareness to promote prevention in terms of working with schools.

		2.1.2 (B) - Again is this where the CSP measures ESC is currently pulling together with the Communities team would sit?
Schedule 5 2.1.2	should they be considered necessary by the Community Safety Working Group.	Revision: should they be approved by the Community Safety Working Group pursuant to paragraph 2.1.3.
Schedule 5 2.1.3	No later than [1 April] of each year of the Construction Period, East Suffolk Council shall submit to the Community Safety Working Group for approval details of the Local Community Safety and Community Health Measures to be funded through the payments pursuant to paragraph 2.1.1.	Revision: No later than [1 April] of each year of the Construction Period, East Suffolk Council shall submit to the Community Safety Working Group (acting reasonably) for approval details of the Local Community Safety and Community Health Measures to be funded through the payments pursuant to paragraph Error! Reference source not found.
Schedule 5 3.1	When considering how to apply a payment from Public Services Resilience Fund pursuant to paragraph 2, Suffolk County Council or East Suffolk Council (as relevant) shall take into account the recommendations of the Community Safety Working Group and/or Social Review Group and the extent to which the relevant initiative:	Revision: When considering how to apply a payment from Public Services Resilience Fund pursuant to paragraph Error! Reference source not found. , Suffolk County Council or East Suffolk Council (as relevant) shall take into account the reasonable recommendations of the Community Safety Working Group and/or Social Review Group and the extent to which the relevant initiative:
Schedule 6 4.4	Meetings of the Health Working Group shall be quorate if at least 3 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present and shall be chaired by the	The Director of Public Health as chair should be present for the meeting to be quorate and so should one member from ESC.

	Director of Public Health (unless otherwise agreed by the Health Working Group from time to time).	
Schedule 7 1.1	“Asset Skills Enhancement and Capability Fund”	ESC would want to be involved in the design, development and delivery of this in partnership. This is also the fund that would finance outreach in terms of training centres provided at the Suffolk on the Coast New College – Alde Valley High School or Halesworth Skills Centre if required.
Schedule 7 1.1	“Construction Phases”	Defines three phases, Main Civils, MEH and Site Ops/Support Services/Enabling – these are then used inconsistently throughout the document when phases are discussed.
Schedule 7 1.1	“Local Supply Chain Skills Programme”	Should define the partners in this piece of work in broad terms – e.g., Chamber, LA’s, LEP. Working mechanism needs to be understood as well.
Schedule 7 1.1	“Regional Skills Co-ordinator”	Add: working with Local and Regional Partners.
Schedule 7 1.1	“Sizewell C Jobs Service”	ESC does not accept that SZC Co are the decision makers here, we have always discussed with the Applicant that the SZC Jobs Service will be available for Suffolk employers to use, especially, those that are at risk of, or experiencing, churn within their workforce. This will be identified through robust, independent, monitoring and therefore should not be a decision solely made by SZC Co. as written here.
Schedule 7 2.1.2	SZC Co shall (in consultation with the ESEWG) produce or commission a Workforce Delivery Strategy in respect of: (A)	ESC needs to understand where the commissioning phase of construction is being picked up. If it is to be

	<p>the Main Civils Construction Phase; (B) the MEH Phase; and (C) the Operational Phase.</p>	<p>covered in the MEH phase, then this needs to be explicitly stated. ESC needs to be very clear on the timings of these strategies. If they are to have the positive impact envisaged then they cannot be delivered on project timing, they need to be delivered before the time to train for the skill you are looking to enhance. For example, Civils in general will have a shorter time to train average and therefore the relevant WDS can be delivered 6 months ahead of need and we will still have time to react. Some elements of MEH will have a far longer average time to train and therefore will need to be delivered 24 months ahead of time for it to make a discernible difference. This may not need a full WDS written as this would negate the flexible approach, we are all keen to take but it will require a document that SZC Co. should be compelled to write.</p>
<p>Schedule 7 2.1.4</p>	<p>Sizewell C Skills Prospectus (A) As part of the development of the Workforce Delivery Strategies, SZC Co shall produce or commission a Sizewell C Skills Prospectus. (B) SZC Co shall review the Sizewell C Skills Prospectus from time-to-time taking account of: (1) the content and review process of Workforce Delivery Strategies; and (2) any reasonable requirement agreed by the Employment, Skills and Education Working Group for use of Skills Prospectus information for relevant stakeholders and purposes.</p>	<p>(B) SZC Co. should be compelled to review the prospectus yearly to take into account any changes in regional legacy employment.</p>

Schedule 7 2.1.5	<p>Apprenticeship Strategy</p> <p>(A) As part of the development of the WDSs, SZC Co shall produce or commission a Sizewell C Apprenticeship Strategy.</p> <p>(B) SZC Co shall review the Sizewell C Apprenticeship Strategy from time-to-time taking account of:</p> <p>(1) the content and review process of Workforce Delivery Strategies; and</p> <p>(2) any reasonable requirement agreed by the Employment, Skills and Education Working Group.</p> <p>(C) SZC Co will make reasonable endeavours to work with the members of the ESEWG to enact the initiatives set out within the Apprenticeship Strategy during the Construction Period, informed each year by Annual Workforce Delivery Implementation Plans.</p>	<p>(B) SZC Co. should be compelled to review the Strategy yearly to take into account any changes in regional legacy employment.</p> <p>(C) should also include Operational phase.</p>
Schedule 7 2.3	Regional Skills Co-ordination Function	As this will support operational employment the function should be funded beyond construction.
Schedule 7 2.4	Sizewell C Employment Outreach Fund	2.4.3 This should include the addition of an operational phase.
Schedule 7 2.5	Asset Skills Enhancement and Capability Fund	2.5.3 This should include the addition of an operational phase.
Schedule 7 2.6	Sizewell C Bursary Scheme	2.6.3 The governance of the Bursary Fund requires further discussion as there are existing programmes and distributors of similar in East Suffolk who may be better placed to govern this element. This area when fleshed out should cover ‘funding for any barriers to student participation’. There are around 2,000 young people in Leiston and Aldeburgh population for this fund, a certain amount should be ring fenced for

		them – a percentage of the overall fund, for example 20% for them only of whatever the final sum is.
Schedule 7 2.8	Young Sizewell C	Young Sizewell C should continue as part of the ongoing EDF Energy education package once construction has ceased.
Schedule 7 2.10.1	Employment, Skills and Education Working Group The Employment, Skills and Education Working Group shall comprise: (A) [one] representative of SZC Co; (B) [one] representative of Suffolk County Council; (C) [one] representative of East Suffolk District Council; and (D) [one] representative of New Anglia LEP	This needs to include the relevant alliance representatives as none of those in attendance will actually be offering jobs.
Schedule 7 2.10.2	The Employment, Skills and Education Working Group shall meet at least every six months to determine the timescale for Workforce Delivery Strategy drafting and implementation, led by the timescale for appointment of main contractors for each Construction Phase.	This group should meet quarterly at a minimum.
Schedule 7 3.1	Supply Chain Strategy	ESC considers this should be in advance of the start date and that this should be designed, developed and delivered in partnership.
Schedule 7 3.2.1	SZC Co shall provide the Supply Chain Working Group with the following information on an annual basis and any other information that can reasonably be provided by SZC Co that would aid the activity of regional stakeholders as set out at paragraph 3.1.3:	ESC considers this should be in partnership with the LEP, Chamber of Commerce and LAs.
Schedule 7 3.3	Supply Chain Working Group	ESC considers this should be designed, developed and delivered in partnership.
Schedule 7	Not included	There is no inclusion of Employment, Skills and Education monitoring. Robust independent

		monitoring is vital to supporting the objectives of the Annual Workforce Delivery Implementation Plans. This monitoring is subject to further consideration and engagement, but all parties need to be aware we are seeking this outcome.
Schedule 8	Heritage	This schedule has been reduced in scope. Upper Abbey Farm has now been excluded from the section 106 and previously a project to conserve the Grade II listed barn was provided for. ESC does not know why this has occurred.
Schedule 9 1.1	“Fen Meadow Works” means the Benhall Fen Meadow Works, the Halesworth Fen Meadow Works and the Pakenham Fen Meadow Works;	Revision: “Fen Meadow Works” means the Benhall Fen Meadow Works given the meaning in Schedule 11, the Halesworth Fen Meadow Works given the meaning in Schedule 11 and the Pakenham Fen Meadow Works given the meaning in Schedule 11
Schedule 9 1.1	“Key Environmental Mitigation” means the Accommodation Campus, the Permanent Beach Landing Facility, the Temporary Beach Landing Facility, the Fen Meadow Works, the Marsh Harrier Habitat Improvement Works (if provided for in the Development Consent Order as made by the Secretary of State), the Green Rail Route, the Freight Management Facility, the Park and Rides, the Sizewell Link Road, the Two Village Bypass, Yoxford Roundabout, and Works Nos.15, 16 and 17 in Schedule 1 to the Development Consent Order	Definitions required or Work Nos.
Schedule 9 2.1	With effect from the Commencement Date, SZC Co shall use reasonable endeavours to carry out and complete the Key Environmental Mitigation in accordance with the Implementation Plan.	‘reasonable endeavours’ is not sufficient, needs to be more definitive, suggest: “shall complete the Key Environmental Mitigation in accordance with the

		Implementation Plan, unless otherwise agreed with the Council”
Schedule 9 2.2	At least one month prior to Commencement of works to construct any Key Environmental Mitigation, SZC Co shall prepare and submit to the Councils a detailed implementation programme for that Key Environmental Mitigation which shows how the relevant development will be delivered with other Key Environmental Mitigation.	The Council should have more time than one month and there should be an approval process.
Schedule 9 2.6	SZC Co shall determine (taking into account the results of the review carried out pursuant to paragraph 2.4 and any reasonable representations of the Councils) the appropriate course of action to be taken in respect of the anticipated or actual delay, including a timetable for the implementation of the appropriate course of action, which shall be determined with the objective of reducing the delay so far as reasonably practicable having regard to the timely delivery of the Project as a whole.	ESC should be involved in this process.
Schedule 9 2.7	The course of action determined by SZC Co pursuant to paragraph 2.6 may include (as relevant and subject to the terms of Schedule 16) drawing forward Contingent Effects Fund 1 and Contingent Effects Fund 2.	It is not appropriate for Contingent Effect Funds to be used towards all of the Key Environmental Mitigation Works, need to understand further these Funds and their purpose. Also duplicate ‘may’.
Schedule 10 2.	Leiston Sports Facilities	ESC considers the draft looks as discussed, detail being examined with partners, will need to agree sums of money and when to be received. There is an internal process ESC will have to go through in order to get the facilities built including a Cabinet report. To be noted that SCC own the land which is leased to Alde Valley Academy, so they are involved in the discussions with the school.

Schedule 10 2.1.1	Provided that East Suffolk Council has requested the same in writing, SZC Co shall pay the Sports Facilities Design Payment to East Suffolk Council on or before the Commencement Date.	ESC would expect to invoice SZC Co.
Schedule 10 2.1.2	Following receipt of the Sports Facilities Design Payment, East Suffolk Council shall prepare or procure the preparation of the design of the Leiston Sports Facilities Works in consultation with Alde Valley Academy and Suffolk County Council and shall provide to SZC Co for approval a costed proposal for the Leiston Sports Facilities Works (the “ Proposal ”).	ESC expects a catch all “act reasonably” clause in relation to any approval required by SZC Co and a deemed consent mechanism.
Schedule 10 2.2.1 / 2.2.2	[•]	ESC suggests minimum 6 weeks.
Schedule 10 2.2.3	East Suffolk Council shall provide and make available the Leiston Sports Facilities in accordance with the timetable in the proposal.	Revision: East Suffolk Council shall provide and make available the Leiston Sports Facilities in accordance with the timetable in the proposal unless otherwise agreed with SZC Co.
Schedule 10 2.3.4	The Leiston Sports Facilities shall not be occupied until SZC Co has approved the management plan submitted in accordance with paragraph 2.3.2.	They are not buildings to be occupied so suggest ‘shall not be used’.
Schedule 10 2.4.1	During the Construction Period, SZC Co shall pay to East Suffolk Council the Annual Maintenance Payment on each anniversary of the date of first occupation of the Leiston Sports Facilities.	First payment should be upon first use.
Schedule 10 4.1	On or before the Commencement Date, 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.	Should clarify if this needs to be agreed by all members or a majority.

Schedule 11 1.1	<p>DEFINITIONS AND INTERPRETATION</p>	<p>Several references are made to plans in the schedule, including the plan showing the area of the “East Suffolk Natural Environment Improvement Area” and the “Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund”, however these plans do not appear to have been submitted (submitted Appendix A [PDB-006] only goes up to Plan 1N, NEIA is referred to as being Plan 2 and AONB area as Plan 3). In their absence it is not possible to provide comment on the geographic scope of the area.</p> <p>Minsmere and Sandlings (north) Mitigation Measures and Recreational Monitoring Plan sections – reference to the Minsmere-Walberswick Ramsar Site needs to be included in these sections.</p> <p>Natural Environment Improvement Fund section – we do not consider it appropriate to use the word ‘improvement’. It is a mitigation not improvement fund.</p> <p>“Recreational Avoidance Mitigation” Contribution and Strategy sections – should be referred to as “Recreational Disturbance Avoidance and Mitigation”.</p>
Schedule 11 1.1	<p>“Marine Technical Forum Terms of Reference” means the terms of reference annexed to this Deed at Annex [●], as</p>	<p>This Annex needs to be seen and agreed by ESC></p>

	amended by the Marine Technical Forum from time to time;	
Schedule 11 2.2, 2.3		These two paras. suggest that the money for the funds will be allocated as a lump and there is no reference to phasing of delivery or differentiation between construction and operation funding. Also, the use of 'allocated' in 2.2 and 2.3 and the reference to paying the money in 2.11 suggests that SZC Co. will hold the funds and release it on request. This should be discussed further as this was not ESC's expectation.
Schedule 11 2.4, 2.5		These paras refer to the project officer operating for up to 3 years after construction, does this mean that the funds are only intended to run for that long? ESC does not consider this to be acceptable, they need to run for the operational and decommissioning life of the station.
Schedule 11 2.7		There is no indication on how often applications to the fund will be considered, will there be a separate 'terms of reference' type document to control this? If not, ESC considers it needs to be covered in the S106, otherwise the fund will be very hard to administer (particularly given each payment out needs to be requested from SZC Co. following para. 2.11).
Schedule 11 2.11		As with paras 2.2 and 2.3, is the intention that SZC Co. holds the fund until it is requested by SCC (for

		the AONB fund bids) or ESC (for the NEIA fund bids)? ESC does not consider this to be an appropriate way for it to work compared with the pot being held by ESC, and/or others if appropriate. It seems to create an additional layer of administration and questions over how fast projects would be paid, what the claim period would be etc. ESC considers having overly long claim/payment periods or an overly bureaucratic claiming system will potentially put off people wanting to bid for funds.
Schedule 11 3.3	East Suffolk Council shall make an onwards payment in the sum of £[●] to SCHAONB for the purpose of establishing and carrying out the Land Management and Skills Scheme within the SCHAONB located within East Suffolk.	As SCC are a party to this agreement and manage finances of the SCHAONB Partnership, it would seem less onerous for this payment to be made to SCC to hold on behalf of the AONB.
Schedule 11 4.	PROJECT OFFICERS	As with the comment on 2.4 and 2,5 on fund lifetime, what happens to the project officer posts after the third year following completion? If the fund is to continue the posts need to continue to support and administer it. Whilst ESC appreciates that the fund is not about job creation, without the correct support available the fund will not deliver the desired outcomes in the long term.
Schedule 11 6.	EUROPEAN SITES ACCESS CONTINGENCY FUND	This section commits to paying the money for these two funds to ESC, however, to date we have not had any involvement in the drafting of the Plans that underpin them (these have so far been drafted between SZC Co.; Natural England; the RSPB and the

		National Trust). From what ESC understands the intention is for the money to be spent by the RSPB and NT (where it does not relate to directly implementing upfront physical mitigation measures). Is the intention that ESC just act as an intermediary to pass the money on to RSPB/NT? ESC requires further detail and involvement with these plans before agreeing that this would be acceptable.
Schedule 11 7.1	The Recreational Avoidance Mitigation Contribution shall be paid by SZC Co to East Suffolk Council prior to first occupation of the Accommodation Campus.	Needs to be populated further in consultation with ESC.
Schedule 11 8. and 8.3	FEN MEADOW CONTINGENCY FUND	ESC has made comment in our LIR [REP1-045] re: the current Fen Meadow Contingency Fund proposals and concerns on how the fund is to be triggered and on what its scope will be. Paragraph 8.3 – given the inherent issues with delivering adequate fen meadow habitat creation (as identified in the LIR) and the lack of suitable sites for this in Suffolk it may not be appropriate to limit the spending of the Fen Meadow Contingency Fund to Suffolk. Greater flexibility should be included in the s.106 to consider sites in adjacent counties (particularly as these could be geographically closer to Sizewell than sites in West Suffolk).
Schedule 11 9.1	ENVIRONMENT REVIEW GROUP	ESC is not sure that the reference to paragraph 8.1 is correct (it relates to the timetable for the delivery of

	On or before the Commencement Date, SZC Co shall establish the Environment Review Group which shall exist until the obligations comprised at paragraph 8.1 of this Schedule end or three years after the end of the Construction Period, whichever is the later	the fen meadow compensation)? ESC expects the ERG to need to exist in some form for longer.
Schedule 11 11.1	The Ecology Working Group shall be established on or before the Commencement Date, and shall exist until the end of the Construction Period unless otherwise agreed between the members of the Ecology Working Group.	A number of the terrestrial ecology ES conclusions are based on the restoration of the Sizewell Estate creating new semi-natural habitats which will not start to become established until after construction is complete. The Ecology Working Group (or its successor) will therefore need to extend beyond the construction period. This needs to be secured in the s.106.
Schedule 11 11.2	The Ecology Working Group shall comprise: 11.2.1 one ecologist to be nominated by the East Suffolk Council; 11.2.2 one ecologist to be nominated by Suffolk County Council; 11.2.3 one ecologist to be nominated by Natural England; or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Ecology Working Group	Why is there no SZC Co. representative on the group? Also, if for any reason the ecologist is not available, ESC should be able to nominate an alternative attendee.
Schedule 11 11.4	The Ecology Working Group shall: 11.4.1 review monitoring undertaken in accordance with the TEMMP;	Given the responsibility of the group for ensuring that the ecological mitigation and monitoring is delivered adequately it is concerning that this section does not identify what powers the group has to remedy where these measures are not being

	<p>11.4.2 review the monitoring undertaken in accordance with the European Sites Recreational Monitoring Plan and advise the Environment Review Group on the need or otherwise for European Sites Mitigation Measures to be deployed at Sandlings SPA (Tunstall Forest and Rendlesham Forest sections (but excluding Aldringham Common section), Alde-Ore Estuary SPA in accordance with the approach defined in the European Sites Recreational Monitoring Plan;</p> <p>11.4.3 review the monitoring undertaken in accordance with the Minsmere and Sandlings (north) Recreational Monitoring Plan and advise the Environment Review Group on the need or otherwise for Minsmere and Sandlings (north) Mitigation Measures to be deployed at Sandlings SPA (Aldringham Common section), the Minsmere-Walberswick SPA and the Minsmere-Walberswick Heath and Marshes SAC in accordance with the approach defined in the Minsmere and Sandlings (north) Recreational Monitoring Plan.</p> <p>11.4.4 review the Quadrat Survey of the Fen Meadow Sites to:</p> <p>(A) determine whether the Fen Meadow Target Quantum has been met; and</p> <p>(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.</p>	<p>successful or report this up the group hierarchy (to the Delivery Steering Group or above). Without this the group has nothing more than a 'tick box' role and won't be able to ensure that adequate mitigation is delivered. This must be addressed in the s.106 given that it sets the remit of the group.</p>
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Schedule 11 12.	NATURAL ENVIRONMENT AWARDS PANEL	<p>As currently proposed the two fund strands seem to run until three years after completion, however it is only proposed for the Panel to exist until the end of the construction phase (para. 12.1). The panel needs to exist for the life of the funds, initially until three years post construction and then with a successor (also secured via the s.106) to operate for the life of the station.</p> <p>Section 12 also needs to include detail on how many panel members need to be present for a panel meeting to be quorate and what the voting structure is (as is included for the Environmental Review Group).</p>
Schedule 11		<p>Ecology: Additional Comments:</p> <ul style="list-style-type: none"> • Figure 1 in the draft s.106 document appears to be out of date. It does not include the Ecology Working Group and also shows a Rights of Way Working Group falling partly under the Environmental Review Group, however Schedule 10 (Section 4) says that the Rights of Way Working Group is only under the Transport Working Group. Given the crossover between PRow and some of the ecological mitigations there needs to be some sort of connection between these groups. • The long-term restoration and beneficial management of the Sizewell Estate for biodiversity is relied on in the application to

		<p>deliver some mitigation measures, as well as ecological enhancement. However, the s.106 does not secure any measures in relation to this, nor does it commit SZC Co to delivering such outcomes. Will this be addressed through another mechanism or will the existing estate management structure be relied upon?</p> <ul style="list-style-type: none"> • Do we know how SZC Co intend to try and put a figure to things like the Fen Meadow Contingency Fund? We understand that this is outside of the work that the Councils are doing in relation to the Natural Environment Fund.
Schedule 12	NOISE	ESC has seen a draft Noise Mitigation Strategy and is commenting to the Applicant separately at this stage.
Schedule 12		<p>Additional ESC comments:</p> <ul style="list-style-type: none"> • It is likely we will have to undertake monitoring as spot-checks and objective measurements taken during the investigation of complaints which, due to the binding nature of the levels agreed during the DCO process, will form the agreed objective limits. This will entail the acquisition of equipment required for monitoring specific commitments in respect of the Main and Associated Development Sites – including remote monitoring device/s, including communications

		<p>equipment (unless these are to be dealt with in this level of detail under the Construction Environmental Management Plan).</p> <ul style="list-style-type: none"> • Officer time in deploying, analysing and reporting on noise measurement and assessment. • Transport noise mitigation measures – it appears these will form an important part of the final DCO, in which case provision needs to be made for verification of compliance with requirements and some provision for ESC resources to facilitate ongoing assessment, monitoring and complaint management. • We anticipate there will be a requirement for further noise control measures to be devised and agreed under S.61 Control of Pollution Act 1974 for construction noise. If so, this will be in addition to the noise control resources described elsewhere. • We anticipate there will be a significant amount of work on the ground, liaising with SZC Co. and their sub-contractors over the constructions works, monitoring compliance with their commitments to Noise. • We also anticipate a considerable amount of work dealing with individual third-party complaints about environmental concerns arising
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		<p>from the works and liaising with other third-party bodies (pressure groups, parish councils etc).</p> <ul style="list-style-type: none"> • Possibly related to some of the above, but worthy of a separate mention is the staff time associated with collating and reporting of results from the above and input into any of the organised groups (Transport Review Group and Environment Review Group).
Schedule 13 2.	THIRD PARTY RESILIENCE FUNDS	<p>Application of these funds must not cover anything provided for in Schedule 11.</p> <p>2.Resilience funds Who governs/monitors/reviews the resilience funds?</p>
Schedule 14 2.4.7	the Suffolk Community Foundation shall have regard to any advice provided by the Oversight Partnership in respect of the provision of Strategic Grants;	Revision: the Suffolk Community Foundation shall have regard to any reasonable advice provided by the Oversight Partnership in respect of the provision of Strategic Grants;
Schedule 14 2.5	Provided That not less than £[●] from the Sizewell C Community Fund shall be applied solely for such projects within the wards of Aldeburgh, Leiston and Saxmundham, and in particular those in Leiston-cum-Sizewell, Eastbridge, and Theberton.	ESC would like to discuss making this more specific.
Schedule 14 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	ESC would want to be involved in this in some way.

	Community Fund to be administered and applied by the Suffolk Community Foundation and serves notice on the Suffolk Community Foundation to that effect.	
Schedule 14 2.8.3	as soon as reasonably practicable, 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	ESC suggests within 12 weeks. If a new trust is proposed, ESC would want to be involved in that decision making process.
Schedule 14 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:	Upon the establishment of the trust? Should some money be paid into the trust prior to the annual payment. Can any unspent money be moved from the SCF Trust to the new trust?
Schedule 15	TOURISM	ESC would like it to be noted that although there are plenty of statistics ESC can collect in relation to tourism, Return on Investment (ROI) is sometimes difficult to measure depending on what project is being assessed. (e.g. a £XX marketing campaign that informs and promotes the area during Sizewell C construction – how do you measure its ROI?, whereas a project that gets more visitors to attend a specific event or events is more measurable).
Schedule 15 1.1	“Tourism Programme Manager”	ESC has been discussing the need for an additional “Tourism Marketing Manager” , more detail will follow.
Schedule 15 1.1	“Tourism Strategies and Action Plans”	This will need to be developed ahead of commencement. The perceived impact will begin ahead of construction and therefore ESC and

		partners will need to be implementing activity on commencement at the very latest.
Schedule 15 5.3.1	appoint a chair as agreed by the representatives of SZC Co, East Suffolk Council and Suffolk County Council of the Tourism Working Group from time to time;	ESC consider we are best placed to Chair this group as we have the tourism responsibility for east Suffolk.
Schedule 16 1.1	“B1122 Pre-SLR Contribution” and “B1122 Post-SLR Contribution”	ESC is concerned that this leaves a hole for the B1122 post-SLR as it assumes the B1122 is no longer used but this is not true as it remains the HGV route from the north until it reaches the new junction at Middleton Moor where the B1122 and the SLR join. It says "the cost of making good any damage to the B1122 caused by Sizewell C construction traffic prior to the opening of the Sizewell Link Road" but it needs to last after the opening of the SLR albeit for a shorter length.
Schedule 16 1.1	“Local Traffic and Transport Working Groups”	ESC attends these groups, funding for this attendance will be required through the s.106.
Schedule 16 3.2	SZC Co will be responsible for convening and holding meetings of the Transport Review Group.	The TRG is to include 1 from ESC, 1 from SCC, 1 from HE and up to 3 from SZC Co. Chaired by SCC. 1 vote each – it is suggested the Chair has the casting vote. ESC considers the "Transport co-ordinator" could do more for the TRG in respect of the meetings.
Schedule 16 3.6.3	consider the minutes of the Working Groups meetings insofar as they relate to transport matters which have been directed for the attention of the Transport Review Group, including the approval of the Wickham Market Improvement Scheme, the Lesiton Improvement Scheme	Leiston is spelt wrong in this para.

	and the Marlesford and Little Glenham Improvement Scheme;	
Schedule 16.3.7	In the event that 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, SZC Co shall at the next available meeting of the Transport Review Group propose revisions to the Construction Worker Travel Plan or the Construction Traffic Management Plan (as relevant), sufficient to mitigate the impacts identified, for approval by the Transport Review Group.	ESC requires further reassurance in order to have confidence that this para. will sufficiently address exceedances. In particular, understanding further what changes could be made to Plans to address exceedances. Will this Group be reactive enough?
Schedule 16 5.1.3	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;	Otley is spelt incorrectly.
Schedule 16 5.1.4	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;	The speed limit of this road is 40mph so changing it to 50mph is not considered to be a good idea by ESC.
Schedule 17	GOVERNANCE	ESC is generally accepting of the Governance structure proposed. It is clear that there will be an ongoing resource implication for the Council not

		<p>least in facilitating attendance at the numerous Groups proposed as well as preparing for and additional work after. ESC will also be responsible for discharging a large number of requirements and enforcing the project which will add further pressure on our resources that will need to be funded.</p>
<p>AIR QUALITY</p>		<p>ESC is concerned that Air Quality is not covered in the s.106 as drafted.</p> <p>Within the draft s.106 Agreement there is no mention of funding available for costs related to air quality impacts. There will be costs to the Council associated with air quality, these are briefly summarised below:</p> <ul style="list-style-type: none"> • Use of diffusion tubes to monitor nitrogen dioxide concentrations associated with vehicle exhausts at strategic locations on the road network (particularly within the declared Air Quality Management Area (AQMA) at Stratford St Andrew) to ensure that modelling predictions are accurate and to help inform the public. • Use of diffusion tubes to monitor nitrogen dioxide concentrations around the Main Development Site in relation to impacts on human health. (Someone will also need to consider the Habitat impacts of Air Quality and

		<p>include provision for this – Natural England usually take the lead here).</p> <ul style="list-style-type: none"> • Officer time in relation to monitoring and analysis/reporting of results. • Officer time in relation to monitoring of best practicable means onsite for dust control. • We believe the monitoring of particulates associated with the Main Development Site would be covered under the (yet to be agreed) Construction Environmental Management Plan. Whilst this document should provide evidence that best practicable means are being applied in a reasonable way and that the results are adequately monitored, it would not cover the eventuality that may arise if the overall effects of these activities were to trigger action under our Local Air Quality Management (LAQM) responsibilities. In other words, triggering the need for the formal LAQM process to be followed, possibly to the development and implementation of one or more AQMAs and all the significant resource demands this entails. • Receipt and checking of traffic data (Euro VI vehicle %s and non-road mobile machinery (NRMM) if necessary) and monitoring data
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		<p>received from SZC Co. (whether this is achieved internally or through consultants).</p> <ul style="list-style-type: none"> • We anticipate there will be a significant amount of work on the ground, liaising with SZC Co. and their sub-contractors over the constructions works, monitoring compliance with their commitments to Air Quality. • We also anticipate a considerable amount of work dealing with individual third-party complaints about environmental concerns arising from the works and liaising with other third party bodies (pressure groups, parish councils etc). <p>Possibly related to some of the above, but worthy of a separate mention is the staff time associated with collating and reporting of results from the above and input into any of the organised groups (Transport Review Group and Environment Review Group).</p>
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Explanatory Memorandum

Specific items within the Explanatory memorandum have been addressed in ESC’s response to the ExA’s first set of questions on the S.106. ESC does not propose to provide any further commentary at this stage on the Explanatory Memorandum.