

The Sizewell C Project, Ref. EN010012

Suffolk County Council comments on the Draft Deed of Obligations [REP3-024 and REP3-027]

Suffolk County Council Registration ID Number: 20026012

Deadline 5

23 July 2021

Scope of comments

1. SCC has been in dialogue with the Applicant regarding the draft Deed of Obligation/s.106 agreement.
2. The below comments are in addition to the comments previously made by SCC at Deadline 3 [REP3-083]. These new comments are made in respect of the Applicant's submission at Deadline 3 [REP3-024 and REP3-027]. Discussions on the detail and substance of the draft Deed of Obligation are on-going between SCC and the Applicant, and at this stage SCC would like to make comments only on selective sections of the Deed. These comments should also be read in conjunction with other SCC Deadline 5 submissions, in particular: Comments on additional Deadline 3 submission (particularly with regard to SCC's response to the Applicant's Deadline 3 comments to ExQ1 -SA questions) and the Post-Hearing Submission for ISH1.
3. The comments below are not exhaustive and may alter as further iterations of the document evolves and in light of further discussions between the Applicant and SCC. A lack of comment by SCC on any aspect of the draft Deed of Obligation should not therefore be taken as meaning that SCC agree with that part of the document.

V4 [REP3-027] section	Existing drafting	SCC comment
8	RESOLUTION OF DISPUTES	<p>This Clause is subject to on-going discussions between SCC and the Applicant.</p> <p>In particular, SCC is considering whether determination by an Expert would be appropriate for all of the obligations or whether it may be more appropriate for dispute resolution by way of arbitration.</p>
Schedule 1 Paragraph 4.1	<p>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</p>	<p>SCC consider that the time period for the Councils to commit, allocate or spent contributions it receives should be considered on an obligation by obligation basis. For example, contributions paid to be applied during the operational phase may need to be capable of being spent throughout that time.</p> <p>Subject to the above, SCC suggest the following revision:</p> <p>Unless expressly stated otherwise in this Deed, if any amount of money paid to the Councils under this Deed by SZC Co remains unspent, unallocated and or uncommitted within 12 (twelve) years of the date that amount was paid by SZC Co (and for the avoidance of doubt where a sum is paid to the Councils in tranches this period runs separately for each tranche from the date the relevant tranche is received by the relevant Council), the Councils shall repay any such unspent monies together with any Accrued Interest on those monies to SZC Co or its nominee within 56 Working Days of a request from SZC Co, unless otherwise agreed between the parties.</p>
Schedule 2		<p>This Schedule is subject to on-going discussions between the Applicant and SCC.</p>

Council's Resourcing		<p>At present, it is considered that SCC would want at least the following covered in this Schedule:</p> <ul style="list-style-type: none"> • Attendance at review group meetings including preparation for; • Monitoring – in relation to each obligation/measure that SCC will be responsible for in the Deed (including, in transport terms, overseeing all management and travel plans, including the Operational Travel Plan which will operate after construction of the project is complete); • Enforcement – SCC 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; • Additional administration/finance staff costs relating to the processing of contributions received and dealing the presentation and payment of invoices raised by third parties to be paid by the Applicant; and • S106 fund management – to be discussed further.
Schedule 3 Paragraph 6.2.1	<p>Every [●] and [●] during the Construction Period, SZC Co will monitor the uptake of Project Accommodation and report to the Accommodation Working Group on the number of members of the Sizewell Construction Workforce at the Accommodation Campus and LEEIE Caravan Site.</p>	<p>SCC considers that this information is relevant to a number of the mitigation measures set out in the Deed.</p> <p>SCC notes the proposed obligation to inform the Accommodation Working Group of this information and that the AWG is proposed to include representatives from</p>

		<p>ESC and SCC. SCC consider that the Application should be under an obligation to share this information beyond the AWG and to the Councils generally and other relevant working groups (e.g. Transport Review Group) where this monitoring information is relevant to the mitigation that such groups are set up to deal with.</p>
<p>Schedule 7 Employment, Skills, Education and Supply Chain</p>		<p>This Schedule is subject to on-going discussions between the Applicant and SCC.</p> <p>As a general point, SCC requests the Applicant reconsider the use of the terms “may”, “might”, “should” and “will” that appear in this Schedule in light of the comments of the ExA at ISH1 on certainty of language.</p> <p>In particular, SCC is considering the following two points:</p> <ul style="list-style-type: none"> • the timing of the obligations on SZC to provide certain services, initiatives etc. in this Schedule and the need for these to be in place and functional at a stage where they can be effective; • whether the obligations on SZC to provide certain services, initiatives etc. in this Schedule should be subject to fall-back arrangements which in the event of SZC default or non-performance would allow SCC to step in to carry out these functions subject to the payment of a financial sum from SZC to fund this
<p>Schedule 7 “Annual Workforce Delivery</p>	<p>means an annual plan (subject to annual review) to translate the relevant Workforce Delivery Strategies for that year into implementation activities with regular</p>	<p>SCC are seeking a flexible, dynamic approach to skills planning which allows for reaction to monitoring, economic context and regional priorities which SCC consider is critical to mitigating impacts. SCC do not consider this</p>

<p>Implementation Plan”</p>	<p>agreed key performance indicators, in accordance with the relevant Construction Phase, which will:</p> <ul style="list-style-type: none"> (a) identify the amounts to be released from the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year in accordance with the relevant Workforce Delivery Strategies; (b) identify in accordance with the relevant Workforce Delivery Strategies the initiatives, projects and measures to be funded by the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year; (c) identify in accordance with the relevant Workforce Delivery Strategies the key performance indicators and monitoring required to test the effectiveness of the distribution of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year; (d) identify in accordance with the relevant Workforce Delivery Strategies the key performance indicators required to test the effectiveness of Young Sizewell C; and (e) collect and report labour market intelligence relevant to the distribution of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund; 	<p>definition should refer to “Workforce Delivery” as this appears to indicate that this plan would just deliver against the needs of the Project and not the approach to skills planning which SCC advocate. SCC suggest that this definition is renamed “Annual Skills Implementation Plan” and further discussion is required between SCC and the Applicant regarding the scope of this plan.</p> <p>SCC are also considering whether this plan should extend to the Operational Phase as well as relevant Construction Phases.</p> <p>With regard to part c) of this definition, SCC are concerned to ensure that this is not confused with the monitoring measures that are being sought by SCC as this is only monitoring the impact of the introduced strategies.</p> <p>Notwithstanding the above comments, SCC consider that parts (a) and (b) of this definition should be revised as follows:</p> <ul style="list-style-type: none"> (a) identify the amounts to be released from the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year with reference to and informed by the relevant Workforce Delivery Strategies; (b) identify in accordance with the relevant Workforce Delivery Strategies, monitoring feedback and local priorities the initiatives, projects and measures to be funded by the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year;
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<p>Schedule 7 “Apprenticeship Strategy”</p>	<p>A strategy forming part of each Workforce Delivery Strategy which will:</p> <ul style="list-style-type: none"> (a) set out the Project's mechanisms for apprenticeship support and enhance/enrich existing outreach to steer people towards work/training opportunities relevant to the Project (including construction sector, project management and other support role opportunities); (b) set the apprenticeship-related priorities of the Regional Skills Co-ordination Function to deliver an effective and coordinated response to demand for the Project's apprenticeships from local colleges and providers; (c) provide information to local education, skills and training providers, and local people seeking apprenticeship opportunities, enabling the regional skills infrastructure to gear-up to provide the curriculum to match the opportunities during the relevant Phase; (d) provide information about potential opportunities on the Project during the relevant Phase in the context of wider regional opportunities and focus on promoting roles and skills that members of the ESEWG identify as those that will be required to facilitate the delivery of both the Project and wider regional infrastructure; (e) communicate the contractual commitments that SZC Co will seek with contractors on the Project in respect of the provision of apprenticeships; and (f) set out how other commitments and investments in this Schedule will collectively work to achieve apprenticeships, and provide support and information to other areas of this Deed to maximise effectiveness. 	<p>SCC queries how SCC and the Regional Skills Co-ordination Function will be able to engage with contractors (relevant to part (e) of this definition). SCC does not consider it appropriate that SCC should need to seek permission from the Applicant for SCC to meet and work with contractors. SCC would welcome clarity from the Applicant on this point.</p> <p>Subject to the comment above, SCC suggest the following revision:</p> <p>A strategy forming part of each Workforce Delivery Strategy and informing the Annual Skills Implementation Plan which will:</p> <ul style="list-style-type: none"> (a) set out the Project's mechanisms for apprenticeship support and enhance/enrich existing outreach to steer people towards work/training opportunities relevant to the Project and regional priorities (including construction sector, project management and other support role opportunities); (b) inform the apprenticeship-related priorities of the Regional Skills Co-ordination Function to deliver an effective and coordinated response to demand for the Project's apprenticeships from local colleges and providers; (c) provide information to local education, skills and training providers, and local people seeking apprenticeship opportunities, enabling the regional skills infrastructure to gear-up to provide the curriculum to match the opportunities and inform relevant inspiration during the relevant Phase;
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<p>Schedule 7 “Asset Skills Enhancement and Capability Initiatives”</p>	<p>means initiatives to enhance the supply of skills related to the Project and regional needs and aspirations, by investing in skills and training provision (such as apprenticeships) within the region’s existing further education, training provider and higher education sectors, including:</p> <p>(a) revenue projects like curriculum development, development and retention of specialist trainers,</p> <p>(b) working capital projects, such as equipment to deliver courses, re-fit for existing facilities as required to meet the needs of the workforce at each phase of the Project,</p> <p>with the aims of: generating local provision of skills infrastructure to satisfy joint ambitions of the ESEWG members; delivering the requirements of the WDS at each phase of the Project; and effectively supporting the skills infrastructure needed to make the “Work Ready” individuals supported by the Sizewell C Employment Outreach Fund “Job Ready”;</p>	<p>Should the reference to “each Construction Phase” also be to the Operational Phase (and any decommissioning phase) too?</p> <p>Subject to the comment above, SCC suggests the following revision:</p> <p>means initiatives to enhance the supply of skills related to the Project and regional needs and aspirations, by investing in skills and training provision (such as apprenticeships) within the region’s existing, education (up to the age of 25), further education, training provider and higher education sectors, including:</p> <p>(a) revenue projects like curriculum development, development and retention of specialist trainers,</p> <p>(b) working capital projects, such as equipment to deliver courses, re-fit for existing facilities as required to meet the needs of the workforce at each phase of the Project,</p>

		with the aims of: generating local provision of skills infrastructure to satisfy joint ambitions of the ESEWG members; delivering the requirements of the WDS at each phase of the Project; effectively supporting the skills infrastructure needed to make the “Work Ready” individuals supported by the Sizewell C Employment Outreach Fund “Job Ready”; supporting regional objectives and combating any negative impact reported through monitoring;
Schedule 7 “Construction Phases”	means the Main Civils Construction Phase, the Mechanical, Electrical and Heating (MEH) Phase and the Site Operations / Support Services / Enabling Works Phase (each a “Construction Phase”);	SCC requests clarification from the Applicant as to whether it envisages that these phases will overlap.
Schedule 7 “Local Supply Chain Skills Programme”	means a programme implemented by SZC Co of skills support for businesses who engage with the Sizewell C procurement process and ultimately win work on the Project which shall identify opportunities with local business to cascade the apprentice levy and provide early training;	<p>SCC requests clarity from the Applicant on how this programme shall be funded and what would happen if this programme is not delivered/ceases.</p> <p>SCC considers the term “skills support” requires a definition to ensure this programme can be adequately monitored and enforced if required (subject to the point above).</p> <p>This definition also needs to apply to a wider group than just “businesses who engage with the Sizewell C procurement process” for the reasons set out in the LIR. SCC consider there will be a negative impact on businesses that a local supply chain skills programme can mitigate.</p>
Schedule 7 “Regional Skills Co-Ordination Function”	means a function [within Suffolk County Council] during the Construction Period which shall be responsible for:	SCC considers that this function should ensure beyond the Construction Period and into the Operational phase to take into account the “boom and bust” negative impact.

	<p>(a) developing initiatives to help ensure a sufficient supply of skills and capabilities are available at the right time to enable the growth of the energy industry in Suffolk;</p> <p>(b) promoting the creation of inclusive growth by working to ensure the right provision and opportunities are made available to the residents of Suffolk;</p> <p>(c) acting as a transparent and centralised contact and providing links and co-ordination between SZC Co, supply chain, contractors, skills/training providers, and wider regional stakeholders;</p> <p>(d) producing draft Annual Workforce Delivery Implementation Plans for the approval of the ESEWG;</p> <p>(e) reporting to the ESEWG on performance against the agreed key performance indicators set in the relevant Annual Workforce Delivery Implementation Plan;</p> <p>(f) attending meetings of the ESEWG;</p> <p>(g) carrying out such other activities as the ESEWG may consider necessary (acting reasonably) from time to time; and</p> <p>(h) ensuring alignment with and of other regional activities;</p>	<p>With regard to point (a) in this definition SCC consider that the skills co-ordination should not be responsible for developing initiatives in isolation and this is not reflective of the governance and process that SCC has previously shared with the Applicant. SCC consider this needs further discussion with the Applicant.</p> <p>SCC is not content with the reference to “right” provision and opportunities at point (b) of this definition. This is a subjective qualitative judgement and SCC consider this should be defined more tightly, perhaps by reference to a set of agreed criteria.</p> <p>SCC’s points relating to the definition of “Annual Workforce Delivery Implementation Plans” above apply to point (d) of this definition.</p> <p>On point (e) of this definition, SCC observes that this is not monitoring of impacts but simply monitoring the introduced measures and initiatives.</p> <p>SCC also considers that point (h) in this definition is the priority of this function and should be at the beginning of this list, not the end.</p>
<p>Schedule 7 “Sizewell C Bursary Scheme”</p>	<p>means a bursary scheme aimed at supporting the removal of barriers for employment pathways into the Project for local people and students that either haven’t reached the required entry level requirements, or need some support to successfully complete their course, particularly in areas of relative deprivation;</p>	<p>SCC considers “local opportunity” should be included in this definition. The Bursary is expected to support those furthest from employment into employment and these roles will not just be on the Project and will play an important part in backfilling roles locally. It is also considered unrealistic to expect someone to move from unemployment to employment within and on a nuclear</p>

		<p>licensed site, there will most likely need to be a transitionary employment and this should be reflected in wording.</p> <p>Revision:</p> <p>means a bursary scheme aimed at supporting the removal of barriers for employment pathways into the Project and local opportunity for local people and students that either haven't reached the required entry level requirements, or need some support to successfully complete their course, particularly in areas of relative deprivation;</p>
Schedule 7 "Sizewell C Employment Outreach Initiatives"	<p>means initiatives provided by Suffolk County Council (or in partnership with not-for-profit organisations, where deemed appropriate through Annual Workforce Delivery Implementation Plans) to be agreed by the ESEWG which are intended to support the delivery of measures and/or programmes that increase the pool of "Work Ready" individuals within the region's talent pool or deliver social value by bridging the gap to the labour market and increasing the supply of people ready to access "Job Ready" programmes in relation to:</p> <ul style="list-style-type: none"> (a) existing skills and training infrastructure; (b) outreach programmes; (c) partnership working with successful third sector organisations; and (d) the requirements identified by the relevant Workforce Delivery Strategies and Annual Workforce Delivery Implementation Plans. <p>with a focus on hard-to-reach groups and communities in geographical areas within Suffolk experiencing relative deprivation (as identified through the relevant Annual</p>	<p>Revision:</p> <p>means initiatives provided by Suffolk County Council (or in partnership with not-for-profit organisations, where deemed appropriate through Annual Workforce Delivery Implementation Plans) to be agreed by the ESEWG which are intended to support the delivery of measures and/or programmes that increase the pool of "Work Ready" individuals within the region's talent pool or deliver social value by bridging the gap to the labour market and increasing the supply of people ready to access "Job Ready" programmes in relation to:</p> <ul style="list-style-type: none"> (a) existing skills and training infrastructure; (b) outreach programmes; (c) partnership working with successful third sector organisations; and (d) the requirements identified by the relevant Workforce Delivery Strategies and Annual Workforce Delivery Implementation Plans.

	Workforce Delivery Implementation Plans) and increasing diversity in the Construction Workforce;	with a focus on delivering local priorities and hard-to-reach groups and communities in geographical areas within Suffolk experiencing relative deprivation (as identified through the relevant Annual Workforce Delivery Implementation Plans) and increasing diversity in the Construction Workforce;
Schedule 7 "Sizewell C Jobs Service"	<p>means a service established and run by SZC Co (although it may be linked to local or regional infrastructure for employment brokerage where considered practicable, effective and relevant) during the Construction Period that builds, maintains and manages a talent pool of local people to drive local employment for the Sizewell C Project (as well as being made available to other related regional projects and employers), which shall:</p> <ul style="list-style-type: none"> (a) deliver employment (via a talent pool of relevant skills) needed for the Project; (b) provide re-brokerage within the Project and its supply chain to reduce churn and promote sustainable careers; (c) be capable of being accessed by: <ul style="list-style-type: none"> (i) local businesses that may be part of the Sizewell C supply chain or offer goods/services needed for the Project; and (ii) wider regional infrastructure, (iii) where the ESEWG considers (acting reasonably) that re-brokerage may be beneficial for backfilling vacancies in existing firms where there is an identified risk of increased labour market churn as a result of the Project making such vacancies harder to fill; (d) link to appropriate existing activities relating to employment brokerage as well as other measures provided by SZC Co in this Schedule; (e) offer vacancies created by the Sizewell C supply chain, including apprenticeships; 	<p>SCC considers this definition needs to include greater certainty about whether this will be linked to local or regional infrastructure for employment brokerage and clarity over who will decide this. SCC would also welcome clarity over the funding of this service and what the Applicant envisages would occur if the service is not delivered and/or ceases.</p> <p>SCC is concerned about point (c)(iii) in this definition and consider this needs greater detail. It is not clear what is being re-brokered, whether this is project to local or project to project and how this will be measured. Greater monitoring on this point is required.</p>

	(f) generate Labour Market Intelligence for the purposes of Project and Regional analytical benefit, in order to support the effective implementation of other measures set out in this Schedule;	
Schedule 7 "Sizewell C Skills Prospectus"	<p>means a prospectus developed by SZC Co and contractors setting out the nature and type of roles to be created by each Construction Phase during the Construction Period, which will include the number, type and range of employment positions, qualification and competence requirements for each role, skills opportunities, and training opportunities, and promotion of relevant measures provided or funded pursuant to this Schedule, and will provide information for:</p> <p>(a) people in education and likely to seek entry to the workforce in roles linked to the Project (and wider regionally important skillsets and legacy roles);</p> <p>(b) people who are 'work ready' but not 'job ready' by demonstrating the pathways to employment and opportunities for upskilling and support outreach activities;</p> <p>(c) people who are 'job ready' who need support to enter the Project (e.g. via the Jobs Service);</p> <p>(d) training providers, education institutions and regional skills and employment services so as to support them in accessing any relevant funding provided pursuant to this Deed where outcomes would support the Sizewell C Project's skill demand and regional legacy skills;</p> <p>(e) businesses and employers seeking to gain skills, accreditations and support to retain employees and win work on the Project; and</p> <p>(f) agencies and local services who provide information advice and/or guidance to those seeking an</p>	<p>SCC considers point (a) in this definition should be expanded to include inspiration so that this can be used to inform inspiration activity at all ages of education.</p> <p>With regard to point (e) SCC is not clear how a prospectus about roles would be helpful to businesses as it is anticipated that this would talk about individuals and not contracts.</p>

	apprenticeship or employment, such as [DWP, ICANBEA and not-for-profit organisations];	
Schedule 7 "Supply Chain Strategy"	means Document 8.9, Appendix B, which sets out: (a) SZC Co's approach to engaging the local and regional supply chain for the Sizewell C Project; (b) specific measures (such as a Supply Chain Portal, website, engagement process) and processes that have been or will be put in place to support local and regional supply chain engagement to enable businesses in the east of England to compete for opportunities on the Sizewell C Project; (c) SZC Co's partnership with Suffolk Chamber of Commerce to assist local and regional businesses in successfully contracting for the supply of goods and services and to support the legacy of industrial inward investment arising from the Sizewell C Project; (d) monitoring and reporting principles; and (e) details of integration between SZC Co's proposed measures for employment, skills and education (set out within this Schedule) and supply chain engagement defined as the "Local Supply Chain Skills Programme" in this Schedule;	<p>SCC considers point c) should refer to "Suffolk Chamber of Commerce <u>or alternative partner</u>."</p> <p>With regard to point (e) in this definition, SCC considers further clarification is needed on who would be writing this plan, what input the Host Authorities would have on this plan and at what point output from monitoring would be taken into account to ensure that negative impacts are suitably mitigated.</p>
Schedule 7 "Workforce Delivery Strategies"	means the documents (each a "Workforce Delivery Strategy") prepared by SZC Co (in collaboration with the main contractors for the Project and regional stakeholders where relevant) setting out in respect of each Construction Phase and the Operational Phase the strategic approach for developing the workforce	SCC considers this definition needs further discussion and negotiation with the Applicant. There will be different lead in times for the distinct phases of the Project which take into account availability of regional training, training time and time to gain experience. SCC considers that all of these factors need to be taken into account when looking at the optimum time to deliver a Workforce Delivery

	<p>requirements for the Project and shaping a legacy for the region which will include:</p> <ul style="list-style-type: none"> (a) a description of the skills, roles, competencies and qualifications needed for the relevant Phase; (b) the opportunity for skills, training and employment initiatives, such as Young Sizewell C, to contribute to the delivery of the workforce, for the Phase, highlighting where there is legacy benefit for roles identified as needed for the Project and wider regional infrastructure; (c) links to any relevant social partnerships able to deliver skills and training infrastructure to help the region prepare for the skills required for the relevant Phase; (d) the measures, including contractual obligations, that each contractor and sub-contractor will undertake to promote the local employment, skills and training benefits of the roles created; (e) planning for potential vacancies and skills gaps and opportunities for each Phase; (f) interactivity with labour market intelligence and supply chain data to develop a programme for delivery of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund to meet the key needs of the Project and making funds available at the right time to meet the 'training windows' required per Phase; (g) the Sizewell C Skills Prospectus; (h) Local Supply Chain Skills Programme; and (i) the Apprenticeship Strategy; and 	<p>Strategy that maximises the chance for SCC and its partners to react and maximise home based employment.</p> <p>With regard to point (f) SCC observes that there is a careful balance to be struck here as it is not considered that the Asset Skills Enhancement and Capability Fund is a fund that supports project employment risk but that will instead promote home based workers in identified legacy roles to support reaching minimum levels of home based workers, supporting the maximisation of these numbers and mitigate negative impacts as set out in the LIR. SCC requests the Applicant reconsiders this part of the definition as a result. Notwithstanding this point, SCC considers the word "develop" in this definition should be replaced with "inform".</p>
<p>Schedule 7 "Young Sizewell C"</p>	<p>means a programme for those aged 16 to 21 provided by SZC Co including a suite of measures to support the creation of pathways into jobs, building on and enhancing existing measures in the region which will:</p>	<p>SCC considers the governance arrangements and measurement of success/review of activities requires further discussion with the Applicant.</p>

	<p>(a) help people understand size and scale of opportunity - creating a pipeline into the Project or to backfill other positions;</p> <p>(b) provide young people with the first opportunity to see and access apprenticeships on the Project;</p> <p>(c) provide links to the supply chain through work experience, advice and information;</p> <p>(d) work with a regional development team and cross-cut different existing platforms such as [DWP, JCP, Councils and Education sector representatives];</p> <p>(e) be relevant to the region and its skills needs and programmes - for example by using integrated platforms like ICanBeA which would be identified in the relevant Annual Workforce Delivery Implementation Plan;</p> <p>(f) generate labour market information and intelligence in order to capture those most at risk of being 'not in education, employment or training', which can be reported to the [relevant Economic Working Groups] in order to inform the development of Work Development Strategies and Annual Workforce Delivery Implementation Plans, as well as wider regional measures developed outside of the remit of the Sizewell C Project; and</p> <p>(g) provide support for young people who may require information, advice and guidance on maximising their opportunities and breaking down barriers to employment.</p>	<p>With regard to point (f) in this definition, SCC does not consider this is "labour market information" but instead helpful information to corroborate the work of participation teams. This will need a data sharing protocol in place and should not be considered a benefit in its own right.</p>
<p>Schedule 7 Paragraph 2.1</p>	<p>2.1.1 On or before Commencement, SZC Co shall (in consultation with the ESEWG) produce or commission a Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase.</p>	<p>SCC considers the "on or before Commencement" trigger in Paragraph 2.1.1 is too late. This needs to be as soon as possible as 9 to 12 months are needed as a minimum to ensure that opportunities for home based workers are maximised. SCC suggests this trigger is amended to "No later than 12 months before Commencement SZC Co shall..."</p>

	<p>2.1.2 SZC Co shall (in consultation with the ESEWG) produce or commission a Workforce Delivery Strategy in respect of:</p> <p>(A) the Main Civils Construction Phase;</p> <p>(B) the MEH Phase; and</p> <p>the Operational Phase.</p> <p>2.1.3 On or before Commencement, SZC Co shall (in consultation with the ESEWG and dependent on the appointment of Tier 1 Contractors) prepare a programme for the production of Workforce Delivery Strategies listed under 2.1.2.</p> <p>2.1.4 SZC Co shall (in consultation with the ESEWG) review each Workforce Delivery Strategy at least every three years.</p> <p>2.1.5 Sizewell C Skills Prospectus</p> <p>(A) As part of the development of the Workforce Delivery Strategies, SZC Co shall produce or commission a Sizewell C Skills Prospectus.</p> <p>(B) SZC Co shall review the Sizewell C Skills Prospectus 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 for use of Skills Prospectus information for relevant stakeholders and purposes.</p> <p>2.1.6 Apprenticeship Strategy</p>	<p>SCC also considers the timing of the Workforce Delivery Strategies in paragraph 2.1.2 needs to be set out by reference to a trigger in a similar way to SCC's suggest the trigger in paragraph 2.1.3 is amended to "No later than 12 months before Commencement SZC Co shall...". This point also applies to paragraph 2.1.5 (as for the Sizewell C Skills Prospectus to be useful in inspiration it needs to be delivered ahead of Commencement) and paragraph 2.1.6 too.</p> <p>SZC considers the review set out under 2.1.4 should be on an annual basis and this paragraph should make it clear that this is for each separate Phase.</p> <p>The phrase "time to time" in paragraph 2.1.5 (B) and 2.1.6 (B) should be updated to "annually". "Time to time" is too uncertain.</p> <p>With regard to paragraph 2.1.6, SCC's position on the use of the term "reasonable endeavours" applies to (C) and it is considered that reference to "reasonable" requirement in (B)(2) is vague.</p>
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	<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: (1) the content and review process of Workforce Delivery Strategies; and (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>Schedule 7 Paragraph 2.4.3</p>	<p>The Sizewell C Employment Outreach Fund shall be used to fund Sizewell C Employment Outreach Initiatives in relation to each Construction Phase in the following proportions, which shall be co-ordinated and agreed by the ESEWG and reflected in each relevant Annual Workforce Delivery Implementation Plan:</p> <p>(A) not less than [●]% and not more than [●]% of the total identified in paragraph 2.4.1 for the Workforce Delivery Strategy for the Main Civils Construction Phase;</p> <p>(B) not less than [●]% and not more than [●]% of the total identified in paragraph 2.4.1 for the Workforce Delivery</p>	<p>SCC considers that (A), (B) and (C) in this paragraph need to be expanded to include the Operational Phase too.</p>

	<p>Strategy for the Site Operations / Support Services / Enabling Works Phase; and</p> <p>(C) not less than [●]% and not more than [●]% of the total identified in paragraph 2.4.1 for the Workforce Delivery Strategy for the MEH Phase.</p>	
Schedule 7 Paragraph 2.5.4	<p>For the portion of the funding for the Sizewell C Bursary Scheme identified for grants of less than £[●] each year, the approval of applications from individuals will be delegated to such providers of skills and training in [East Suffolk] as are set out in the relevant Annual Workforce Delivery Implementation Plan, subject to the criteria for allocation set out in the relevant Annual Workforce Delivery Implementation Plan.</p>	<p>SCC questions why this funding is tied to the East Suffolk region only. SCC's view is that priority should be given to those most likely to be impacted by the Project and should mirror that criteria rather than applying this geographical limitation. SCC suggests this refers to Suffolk and the wider region.</p>
Schedule 7 Paragraph 2.6	<p>Asset Skills Enhancement and Capability Fund</p>	<p>This paragraph is subject to further discussion between SCC and the Applicant.</p>
Schedule 7 Paragraph 2.7	<p>Sizewell C Jobs Service</p> <p>2.7.1 On or before Commencement, SZC Co shall establish the Sizewell C Jobs Service and shall provide such a Service until the end of the Construction Period.</p> <p>2.7.2 SZC Co will review the scope and implementation of the Sizewell C Jobs Service in-line with the programme of WDS in order to improve effectiveness and consult with</p>	<p>The trigger in paragraph 2.7.1 should be "No later than 12 months before Commencement SZC Co shall..." rather than "On or before Commencement".</p> <p>Further consideration is needed on the review mechanism at paragraph 2.7.2 and greater clarity is required on what happens if this is not delivered or ceases.</p>

	Employment, Skills and Education Working Group on proposed changes to the Jobs Service.	
Schedule 7 Paragraph 2.9	Economic Review Group	The operation of this group is subject to further discussion between SCC and the Applicant. In particular SCC requires clarity on the responsibilities and detail of monitoring the performance of obligations in Schedule 7.
Schedule 7 Paragraph 2.10	Employment, Skills and Education Working Group	The operation of this group is subject to further discussion between SCC and the Applicant. In particular SCC requires clarity on the responsibilities and detail of monitoring the performance of obligations in Schedule 7.
Schedule 7 Paragraph 2.11	Working Group	The operation of this group is subject to further discussion between SCC and the Applicant. In particular SCC requires clarity on the responsibilities and detail of monitoring the performance of obligations in Schedule 7.
Schedule 8 Paragraph 3.1	<p>3.1 SZC Co shall pay the SCC Archaeological Monitoring Contribution to Suffolk County Council in the following instalments:</p> <p>3.1.1 the sum of up to £[●] to be used for the purposes of Suffolk County Council monitoring the archaeological mitigation measures at the Sites (to be carried out by SZC Co pursuant to the Development Consent Order), to be paid in tranches against the presentation of invoices for reasonable and proper attendance costs at the Sites; and</p> <p>3.1.2 the sum of £[●] to be used for the purposes of Suffolk County Council reviewing the evaluation and mitigation reporting prepared by SZC Co to disseminate the results of the archaeological investigations carried on</p>	SCC still needs to agree with the Applicant the mechanism for the covering of all monitoring costs incurred. Cost recovery will be based on hours spent on this activity.

	at each of the Sites, to be paid in tranches against the presentation of invoices for reasonable and proper review costs for each report.	
Schedule 9 Implementation Plan		<p>The operation of this schedule is subject to further discussion between SCC and the Applicant, particularly with regard to whether any of these obligations may fall into the DCO.</p> <p>SCC has made further comment in this regard in the written submissions of SCC's oral case at ISH1.</p>
Schedule 9 "Implementation Plan"		<p>SCC is reviewing the draft Implementation Plan provided by the Applicant and further discussions are required on this.</p> <p>The main site works such as the main site entrance, level crossing improvements on the Leiston Branch Line and improvements on Lovers Lane are not included within the list of key environmental mitigation but are included within the Planning Statement Appendix 8.4I Implementation Plan. Thus it is unclear if the obligations in Schedule 9 are applicable to these works. The green rail route is within the key environmental mitigation list and as a separate definition.</p> <p>In addition, SCC considers measures for the A12 Marlesford Mitigation, A12 Yoxford Improvements, B1122 Early Years Mitigation, B1125 Westleton Mitigation, East Suffolk Line Rail Improvements, Freight Management Strategy, Leiston Mitigation, Rail Noise Mitigation Strategy and Wickham Market Mitigation should also be dealt with in this Schedule 9 (or in the DCO if obligations in this Schedule are moved to the DCO). SCC considers that these are mitigation measures that should be delivered by</p>

		the Applicant rather than SCC and detailed comments on the reasons for this are set out in SCC's Deadline 5 submissions on transport matters.
Schedule 9 Paragraph 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.	<p>SCC's general comments in its D3 submissions on the Deed of Obligation [REP3-083] on the use of the term "reasonable endeavours" apply here. Further comments are made in the written submissions of SCC's oral case at ISH1.</p> <p>Whilst SCC awaits further information from the Application on these provisions, SCC does not agree with the use of the term "reasonable endeavours" in this provision. Instead, SCC requires an obligation to complete the Key Environmental Mitigation in accordance with detailed triggers (relating to timing, scope of works permitted until the measures are in place, caps on certain activities until the measures are in place etc.), unless otherwise agreed in writing with the Councils.</p> <p>SCC also considers that the delivery of the Key Environmental Mitigation is critical so that materials for the Project are delivered in accordance with the Freight Management Strategy (which SCC envisage being a strategy for delivering materials to the Project).</p>
Schedule 9 Paragraph 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.	<p>SCC requests the Applicant confirms why it considers it appropriate to refer to the Contingent Effects Funds here.</p> <p>SCC does not consider these funds are likely to be sufficient in the event of non-delivery of the Key Environmental Mitigation and these are anticipated to be fixed sums for impacts not otherwise expected to be mitigated by measures in the DCO/Deed of Obligation and will not be a form of bond to guarantee delivery of</p>

		mitigation measures which SCC will expect to be delivered through the DCO/Deed of Obligation.
Schedule 10 Leisure, Public Rights of Way and amenity Paragraphs 3 and 4	-	SCC considers these paragraphs should be moved to Schedule 16 so they sit alongside other transport related obligations and so the Rights of Way Working Group arrangements can sit alongside those of the Transport Review Group.
Schedule 10 Paragraph 3.2.4	legal upgrades to the existing rights of way network	<p>SCC considers this should cover both upgrades to the existing rights of way network and also the creation of new public rights of way using legal powers.</p> <p>In addition, SCC considers that Paragraph 3 of Schedule 10 should include an obligation on the Applicant to enter into any creation agreement required under section 25 of the Highways Act 1980 in respect of new or upgraded public rights of way within its ownership and a covenant that the Applicant will not seek compensation under section 28 of the Highways Act 1980 in respect of any use by SCC of its compulsory powers for creation of footpaths, bridleways and restricted byways under section 26 of the Highways Act 1980 on land within the Applicant's ownership.</p>
Schedule 10 Paragraph 4	Rights of Way Working Group	<p>The operation of this group is subject to further discussion between SCC and the Applicant. This includes a need for a provision dealing with the quorum of meetings.</p> <p>As the body responsible for public rights of way in Suffolk, SCC does not consider that it should be the Rights of Way Group that manages and administers the PROW Fund and for SCC to be responsible for the implementation or procurement of initiatives identified by the Rights of Way</p>

		<p>Working Group. SCC considers they are best placed to perform these tasks without the involvement of the Rights of Way Working Group.</p> <p>Notwithstanding the above:</p> <ul style="list-style-type: none"> • SCC does not currently understand the rationale for up to two representatives of the Applicant to be involved with the Rights of Way Working Group; and • SCC considers that it should be the chair of this Group and have a casting vote.
Schedule 12 Noise		This Schedule is subject to further consideration by SCC.
Schedule 14 Sizewell C Community Fund		This Schedule is subject to further consideration by SCC, and discussions with the Applicant are ongoing.
Schedule 15 “Annual Tourism Fund Implementation Plan”	(a) development of bespoke Tourism Strategies and Action Plans for different phases and effects of the Project during the Construction Period	SCC question whether this should also refer to the Operational Phase.
Schedule 16	New definitions	<p>SCC considers that the following new definitions should be added to this Schedule 16:</p> <ul style="list-style-type: none"> • “A12 Yoxford Improvements” means proposed transport improvements in Yoxford to include the measures set out in paragraph [I], an outline design of which is set out in Annex [●];

		<ul style="list-style-type: none"> • “AIL Structural Improvements” means all works required to highway structures 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; • “Bus Improvement Scheme” improvements to bus facilities at Ipswich Rail Station, Lowestoft Rail Station and Saxmundham Rail Station for direct bus services to SZC Development Site or the Park and Ride Sites and to include additional bus stops, signs and shelters necessary to run local SZC bus services; • “Bus Improvement Contribution” means the cost of designing and implementing the Bus Improvements Scheme up to a maximum cost of sum of £[●], to be used by Suffolk County Council for the Bus Improvements Scheme; • “Signing Strategy” means the strategy for directing Sizewell C construction traffic to Sites as proposed in paragraph 4.4.35 of the Construction Traffic Management Plan and paragraph 14.1 of this Schedule 16. • “A12 Signing Scheme” means erection, maintenance and removal of temporary signing on the A12 and adjacent roads to direct workers and freight deliveries to the appropriate part of the Project in accordance with the Signing Strategy, to include the measures set out in paragraph X.X an outline design of which is set out in Annex [●]; • “B1122 Early Years Mitigation” means transport improvements on the B1122 between Yoxford and Leiston to include the measures set out in paragraph [I], an outline design of which is set out in Annex [●];
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		<ul style="list-style-type: none"> • “B1122 Repurposing Scheme” means highway improvements on the B1122 corridor between Yoxford and access to the SZC Development Site to provide enhanced facilities and connectivity for non-motorised users and local communities, set out in paragraph x.x.x, an outline design of which is set out in Annex [●]; • “B1122 Repurposing Contribution” means the contribution towards the cost of designing and implementing the B1122 Repurposing Scheme up to a maximum cost of £ [I], to be used by Suffolk County Council for the B1122 Repurposing Scheme • “B1125 Westleton Mitigation” means transport improvements in Westleton to include the measures set out in paragraph [I], an outline design of which is set out in Annex [●]; • “Leiston Walking and Cycling Scheme” means transport improvements in Leiston to enhancement to the public realm in Leiston, to include the measures set out in paragraph [4.4.2], an outline design of which is set out in Annex [●]; • “A12 Major Road Network Scheme” means the highway improvement scheme promoted by Suffolk County Council to improve junctions between the A12/A14 Seven Hills Interchange and the A12/A1152 Woods Lane Roundabout inclusive; • “A12 Major Road Network Contribution” means the contribution towards the cost of designing and implementing the A12 Major Road Network Scheme up to a maximum cost of £ [I], to be used by Suffolk County Council for the A12 Major Road Network Scheme or an alternate scheme(s) in accordance with paragraph [15.3] of Schedule 16
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		<p>to mitigate the impacts of construction traffic relating to the Project if the [A12 MRN bid] is unsuccessful [SCC is considering an appropriate definition for "A12 MRN Bid" but this will be based on the scheme consulted on in 2021 https://www.suffolk.gov.uk/council-and-democracy/consultations-petitions-and-elections/consultations/a12-improvements/].</p> <ul style="list-style-type: none"> • "Construction Traffic" means all vehicular traffic travelling to or from construction activities relating to the Project • "Early Years" means the period from Commencement until the day before the last of the Key Environmental Mitigation (as defined in Schedule 9) are completed. • "Peak Years" means [] [SCC is considering an appropriate definition of "Peak Years" for the purposes of Schedule 16 and would welcome any views the Applicant has on this.]
Schedule 16 General comment	Lands Compensation Act 1973 and Noise Insulation Regulations 1975	<p>SCC considers that the Applicant should provide an indemnity against all claims SCC may receive under works carried out to the highway as part of the Project (and those required under the Deed of Obligation) pursuant to the Land Compensation Act 1973 (as amended) the requirements of the Noise Insulation Regulations 1975.</p> <p>SCC suggests that wording similar to the following is included:</p> <p>SZC Co shall from the date of this Deed indemnify Suffolk County Council against all claims liability or loss whatsoever arising out of and incidental to any or all of the works carried out pursuant to the Project and/or this Deed</p>

		<p>arising out of any legally sustainable claims for payments under Section 10 of the Compulsory Purchase Act 1965 and Part I of the Land Compensation Act 1973 (as amended) in connection with those works provided that SZC Co's indemnity will not extend to any claims submitted to Suffolk County Council arising out of the negligence of Suffolk County Council's employees.</p> <p>SZC Co covenants with Suffolk County Council to comply with the requirements of the Noise Insulation Regulations 1975 (SI 1975/1763) as amended and to provide to Suffolk County Council such evidence as is required by Suffolk County Council to demonstrate compliance with the Noise Insulation Regulations 1975.</p>
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Schedule 16 “ B1122 Pre-SLR Contribution”	“B1122 Pre-SLR Contribution” means the cost of maintaining in good repair the B1122 prior to the opening of the Sizewell Link Road in order to mitigate the impacts of Sizewell C construction traffic using the B1122 during this period, up to a maximum total cost of £[●], to be used by Suffolk County Council to carry out these works;	Parts of the A12 should be included here where they are of an ‘evolved’ construction i.e. not designed to modern standards and therefore susceptible to damage by large vehicles. Revision: “A12 and B1122 Pre-SLR Contribution” means the annual cost of maintaining in good repair parts of the A12 and B1122 as set out in Annex [I] prior to the opening of the Sizewell Link Road in order to mitigate the impacts of Sizewell C construction traffic using the B1122 during this period, up to a maximum total annual cost of £[●], to be used by Suffolk County Council to carry out these works;
Schedule 16 “B1122 Post-SLR Contribution”	means 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, up to a maximum total cost of £[●], to be used by Suffolk County Council to carry out these works;	Revision: “A12 and B1122 Post-SLR Contribution” means the cost of making good any damage to parts of the A12 and parts of the B1122 as set out in Annex [I] caused by Sizewell C construction traffic after the opening of the Sizewell Link Road, up to a maximum total cost of £[●], to be used by Suffolk County Council to carry out these works;
Schedule 16 “ Contingent Effects Fund 1 ”	“ Contingent Effects Fund 1 ” means the sum of £[●] to be used to address Contingent Effects 1;	“ Contingent Effects Fund 1 ” means the sum of £[●] to be held by Suffolk County Council as a bond or surety and used to address Contingent Effects 1;
Schedule 16 “ Contingent Effects Fund 2 ”	“ Contingent Effects Fund 2 ” means the sum of £[●] to be used to address Contingent Effects 2;	“ Contingent Effects Fund 2 ” means the sum of £[●] to be held by Suffolk County Council as a bond or surety and used to address Contingent Effects 2;

<p>Schedule 16 “Highway Design and Supervision Fees”</p>	<p>means the sum of £[●];</p>	<p>Still to be agreed with the Applicant. Rather than a sum the authority would propose a mechanism by which the time spent on technical approval, supervision and traffic management relating to SZC and the associated sites is calculated and recovered on a quarterly basis. This allows for variations in the work as sufficient details are not available to quantify overall costs for the whole construction period. Note: this does not include other council resources such as management of legal orders, membership of TRG, or other working groups.</p> <p>Revision:</p> <p>means the reasonable costs claimed by SCC to oversee design and construction of the highway mitigation works and paid by SZC Co;</p>
<p>Schedule 16 “Leiston Improvement Scheme”</p>	<p>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 4.4.2, an outline design of which is set out in Annex [●];</p>	<p>The Annex referred to here is subject to further discussion and negotiation between SCC and the Applicant. For clarity it is proposed that the Leiston Town Centre Improvement Scheme is defined separately from the Leiston Walking and Cycling Scheme. SCC consider that the measures required by the Leiston Town Centre Improvement Scheme should be delivered by the Applicant.</p> <p>Revision:</p> <p>“Leiston Town Centre Improvement Scheme” means transport improvements in Leiston enhance the public realm in the centre of Leiston, to include the measures set out in paragraph 4.4.2, an outline design of which is set out in Annex [●];</p>

Schedule 16 “Leiston Transport Contribution”	“Leiston Transport Contribution” means the cost of designing and implementing the Leiston Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Leiston Improvement Scheme;	Revision: “Leiston Walking and Cycling Transport Contribution” means the cost of designing and implementing the Leiston Walking and Cycling Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Leiston Walking and Cycling Scheme;
Schedule 16 “Leiston Working Group”	“Leiston Working Group” means a group comprising members of Leiston Town Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Leiston Improvement Scheme	“Leiston Working Group” means a group comprising members of Leiston Town Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Leiston Town Centre Improvement Scheme and Leiston Walking and Cycling Improvement Scheme;
Schedule 16 “Local Traffic and Transport Working Groups”	means the Wickham Market Working Group, the Leiston Working Group and the Marlesford and Little Glemham Working Group;	Revision: means the Wickham Market Working Group, the Leiston Working Group, the Yoxford Working Group, the Westleton Working Group and the Marlesford and Little Glemham Working Group;
Schedule 16 “Marlesford and Little Glemham Improvement Scheme”	means proposed transport improvements in Marlesford and Little Glemham to include the measures set out in paragraph 4.14, an outline design of which is set out in Annex [●];	The Annex referred to here is subject to further discussion and negotiation between SCC and the Applicant. Revision: “A12 Marlesford and Little Glemham Mitigation” means proposed transport improvements in Marlesford and Little Glemham to include the measures set out in paragraph 4.5.2, an outline design of which is set out in Annex [●];

Schedule 16 “Marlesford and Little Glemham Transport Contribution”	means the cost of designing and implementing the Marlesford and Little Glemham Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Marlesford and Little Glemham Improvement Scheme;	Not agreed by SCC, as SCC considers that the Applicant should deliver these highway works. SCC consider this definition should be removed and the measures required by the Marlesford and Little Glemham Improvement Scheme delivered by the Applicant.
Schedule 16 “Marlesford and Little Glemham Working Group”	“Marlesford and Little Glemham Working Group” means a group comprising members of Marlesford and Little Glemham Parish Councils, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Marlesford and Little Glemham Improvement Scheme;	Revision: “A12 Marlesford and Little Glemham Working Group” means a group comprising members of Marlesford and Little Glemham Parish Councils, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Marlesford and Little Glemham Improvement Scheme;
Schedule 16 “Operational Travel Plan”	means a travel plan to manage and monitor operational workforce movements to Sizewell C after the end of the Construction Period (as the same may be amended from time to time pursuant to this Schedule);	Submission of an operational travel plan by the end of the construction period would not be acceptable. The employment of operational staff will begin before the end of the construction period. While there may be some overlap between a travel plan for construction workers and operational workers there will also be differences. SCC considers that this definition should be split into a requirement for an “Outline” Operational Travel Plan which will operate during the construction period for operational activities carried on during this time which would then inform and guide the Operational Travel Plan which would operate for five years from the end of the Construction Period. Revisions: “Outline Operational Travel Plan” means the framework travel plan approved by Suffolk County Council pursuant to

		<p>paragraph 2.4 of this Schedule 16 which shall manage and monitor operational workforce movements to Sizewell C from Commencement until the end of the Construction Period (as the same may be amended from time to time pursuant to this Schedule);</p> <p>“Operational Travel Plan” means a travel plan to manage and monitor operational workforce movements to Sizewell C after the end of the Construction Period and which shall be informed by the principles of the Outline Operational Travel Plan (as the same may be amended from time to time pursuant to this Schedule);</p>
Schedule 16 “Special Order Loads”	means [I]	<p>Revision:</p> <p>means a vehicle which:</p> <ul style="list-style-type: none"> • weighs 150,000 kg or more or has 16,500 kg or more in weight per axle; • is 6.1 metres or more in width; or • is 30 metres or more long in rigid length when loaded
Schedule 16 “Wickham Market Transport Contribution”	means the cost of designing and implementing the Wickham Market Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Wickham Market Improvement Scheme;	<p>Not agreed by SCC as SCC considers that the Applicant should deliver these highway works.</p> <p>SCC consider this definition should be removed and the measures required by the Wickham Market Improvement Scheme delivered by the Applicant.</p>
Schedule 16 Paragraph 2.2	<p>2.2 During the Construction Period, SZC Co will implement the :</p> <p>2.2.1 Construction Traffic Management Plan;</p>	Revision:

	2.2.2 Construction Worker Travel Plan; and 2.2.3 Traffic Incident Management Plan.	2.2 Throughout the duration of the Construction Period, SZC Co shall implement the: 2.2.1 Construction Traffic Management Plan; 2.2.2 Construction Worker Travel Plan; 2.2.3 Traffic Incident Management Plan; and. 2.2.3. Outline Operational Travel Plan (once approved pursuant to paragraph 2.4)
Schedule 16 Paragraph 2.4	Prior to the end of the Construction Period SZC Co shall submit an Operational Travel Plan for the approval of Suffolk County Council following consultation with East Suffolk Council and Highways England	Revision (a) SCC is considering an appropriate definition for the term “operational staff” but consider this should include all workers either directly or indirectly employed on the Sites during the Operational Phase and include any operational staff working whilst construction is on-going too; and (b) SCC requires clarity from the Applicant on when the construction phase will finish and operational phase begins (and any crossover) and the text “[delivery of the first fuel for the first reactor]” will be further reconsidered when SCC has further information from the Applicant on this): 1. Prior to any[operational staff] beginning work at the Sites, SZC Co shall submit an Outline Operational Travel Plan for the approval of Suffolk County Council following consultation with East Suffolk Council and Highways England. The Operational Travel Plan shall be submitted three months before [delivery of the first fuel for the first reactor] for approval of Suffolk County Council following consultation with East Suffolk Council and Highways England
Schedule 16 Paragraph 2.5	For five years following the end of the Construction Period, SZC Co will implement the Operational Travel Plan, any	1. SZC Co will implement the Operational Travel Plan, any changes to which from time to time must

	changes to which from time to time must be approved by Suffolk County Council after consulting East Suffolk Council and Highways England.	<p>be approved by Suffolk County Council after consulting East Suffolk Council and Highways England. The Operational Travel Plan will be reviewed by Suffolk County Council in calculation with East Suffolk and Highways England [five years] after the end of the Construction Period. If the targets in the Operational Travel Plan have not been met SZC Co shall propose new measures to meet targets agreed with Suffolk County Council and (once such revisions are approved by Suffolk County Council) such updated the Operational Travel Plan will remain in operation unless otherwise agreed with Suffolk County Council (and for the avoidance of doubt the Operational Travel Plan shall continue to be implemented as approved whilst any revision to that plan are being reviewed),</p> <p>SCC is considering whether the Operational Travel Plan should be implemented for the duration of the operational life of the Project rather than just five years after the end of the Construction Period.</p>
Schedule 16 Paragraph 3	TRANSPORT REVIEW GROUP	<p>The operation of this group is subject to further discussion between SCC and the Applicant.</p> <p>SCC is considering the suitability of the Applicant having up to three representatives on this group and whether SCC should have the final decision as the Highway Authority.</p> <p>Notwithstanding the above, SCC considers that one representative of Suffolk Constabulary should be on the TRG.</p>

		In addition, SCC considers that the TRG needs to meet in advance of Commencement.
Schedule 16 Paragraph 3.3	<p>3.3.1 On or before Commencement, SZC Co will appoint a Transport Co-ordinator and will ensure that a Transport Co-ordinator is in place until the end of the Construction Period.</p> <p>3.3.2 SZC Co shall procure that the Transport Co-ordinator will:</p> <ul style="list-style-type: none"> (A) be responsible for implementing the Construction Worker Travel Plan and co-ordinating the monitoring data required for quarterly reporting to the Transport Review Group; (B) promote the objectives and benefits of the Transport Management Plans to encourage compliance; (C) prepare and submit Monitoring Reports to the Transport Review Group on a quarterly basis; (D) report to the Transport Review Group on relevant transport related issues and actions from the Transport Working Groups; (E) propose to the Transport Review Group amendments to the Transport Management Plans where SZC Co considers necessary or desirable; (F) 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; 	<p>SCC considers that the Transport Co-ordinator should also be responsible for developing the Outline Operational Travel Plan and implementing the Construction Workers Travel Plan in addition to the Construction Traffic Management Plan and Traffic Incident Management Plan.</p> <p>Revision to 3.3.2:</p> <p>SZC Co shall procure that the Transport Co-ordinator shall:</p> <ul style="list-style-type: none"> A. be responsible for implementing the Construction Traffic Management Plan, Construction Workers Travel Plan and Traffic Incident Management Plan and co-ordinating the monitoring data required for quarterly reporting to the Transport Review Group; B. promote the objectives and benefits of the Transport Management Plans to encourage compliance; C. prepare and submit Monitoring Reports to the Transport Review Group on a quarterly basis; D. report to the Transport Review Group on relevant transport related issues and actions from the Transport Working Groups; E. propose to the Transport Review Group amendments to the Transport Management Plans where SZC Co considers necessary or desirable; F. 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;

	<p>(G) be responsible for implementing the Construction Traffic Management Plan and Traffic Incident Management Plan; and</p> <p>(H) provide monitoring data for quarterly reporting to the Transport Review Group;</p> <p>(I) upon the reasonable request of the Transport Review Group, provide information in respect of the Contingent Effects 1 and the Contingent Effects 2; and</p> <p>(J) attend meetings of the Community Safety Working Group.</p>	<p>G. upon the reasonable request of the Transport Review Group, provide information in respect of the Contingent Effects 1 and the Contingent Effects 2;</p> <p>H. be responsible for developing the Outline Operational Travel Plan and</p> <p>I. attend meetings of the Community Safety Working Group</p>
Schedule 16 Paragraph 3.3.1	On or before Commencement, SZC Co will appoint a Transport Co-ordinator and will ensure that a Transport Co-ordinator is in place until the end of the Construction Period.	SCC is considering whether the Transport Co-ordinator should be in place beyond the end of the Construction Period and in advance of Commencement in light of the comments above.
Schedule 16 Paragraph 3.4.3	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 Leiston Improvement Scheme and the Marlesford and Little Glenham Improvement Scheme;	<p>Revision:</p> <p>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 Leiston Town Centre Improvement Scheme, B1122 Early Years Mitigation, B1125 Westleton Mitigation, A12 Yoxford Improvements and the A12 Marlesford and Little Glenham Improvement Scheme;</p> <p>Note: For clarity SCC proposes that the mitigation works in Leiston are defined as:</p>

		<p>“Leiston Town Centre Improvement Scheme” means transport improvements in Leiston to enhancement to the public realm in the centre of Leiston, to include the measures set out in paragraph 4.4.2, an outline design of which is set out in Annex [●];</p> <p>“Leiston Walking and Cycling Scheme” means transport improvements in Leiston to enhance the pedestrian and cycling infrastructure routes in Leiston, to include the measures set out in paragraph x.x.x an outline design of which is set out in Annex [●];</p>
<p>Schedule 16 Paragraphs 3.5.1 and 3.5.2</p>	<p>3.5.1 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.</p> <p>3.5.2 In the event that following the implementation of the Traffic Incident Management Plan in response to an event or incident, a member of the Transport Review Group 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</p>	<p>SCC has concerns about the effectiveness of these provisions in light of the current proposals for the TRG.</p> <p>SCC also questions whether these provisions would simply allow the Applicant to avoid compliance with the Construction Worker Travel Plan, the Construction Traffic Management Plan or Traffic Incident Management Plan by seeking to revise these by reference to the TRG and this could affect the ability for SCC to enforce compliance under paragraph 2.2 of Schedule 16 as a result.</p>

	Group report on the advice received and any appropriate revisions to the Traffic Incident Management Plan that SZC Co considers necessary, for approval by the Transport Review Group.	
Schedule 16 (new) Paragraph 3.4.3	-	The Transport Working Group shall assist the Transport Co-ordinator in developing the Outline Operational Travel Plan but approval of that plan and monitoring of performance against agreed targets in that plan will be undertaken by Suffolk County Council.
Schedule 16 Paragraph 5.1	-	<p>SCC considers this list should include the following:</p> <p>B1078 Coddensham – improvements in signing and carriageway / drainage improvements to Rectory Road to encourage traffic to avoid the village centre.</p> <p>In addition, paragraph 5.1 itself should be updated as follows:</p> <p>On or before Commencement, SZC Co shall pay Suffolk County Council the B1078 Road Safety Contribution, which Suffolk County Council will use to fund the following road safety improvements, the final scope and design of which are to be finalised but may include: ...</p>
Schedule 16 Paragraph 5.3.	During the Construction Period, SZC Co will check the condition of roads signs at the B1078/B1079 junction on a [quarterly] basis and, where necessary, clean or replace them.	<p>Revision:</p> <p>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.</p>

Schedule 16 Paragraph 3.6.2	The total payments payable by SZC Co to address Contingent Effects 1 shall not exceed the Contingent Effects Fund 1	<p>Revision</p> <p>The total payments payable by SZC Co to address Contingent Effects 1 shall not exceed the Contingent Effects Fund 1. SZC Co shall provide a [bond or surety] equal to the Contingent Effects Fund 1 on or before Commencement to be held by Suffolk County Council until a period of xx years after [peak construction].</p> <p>SCC is considering an appropriate definition for the term “peak construction” and would welcome the Applicant’s views on this.</p>
Schedule 16 Paragraph 3.7.2	The total payments payable by SZC Co to address Contingent Effects 2 shall not exceed the Contingent Effects Fund 2	<p>Revision</p> <p>The total payments payable by SZC Co to address Contingent Effects 2 shall not exceed the Contingent Effects Fund 2. SZC Co shall provide a [bond or surety] equal to the Contingent Effects Fund 2 on or before Commencement to be held by Suffolk County Council until a period of xx years after [peak construction].</p> <p>SCC is considering an appropriate definition for the term “peak construction” and would welcome the Applicant’s views on this.</p>
Schedule 16 Paragraph 4.3.2	4.3.2 The Wickham Market Improvement Scheme may include some or all of the following, the cost of which as estimated by SZC Co (including a contingency) may not exceed the Wickham Market Transport Contribution:	<p>SCC considers this scheme should be delivered by SZC Co.</p> <p>Revision:</p> <p>4.3.2 The Wickham Market Improvement Scheme may include some or all of the following,</p>

Schedule 16 Paragraph 4.3.3	4.3.3 Suffolk County Council will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Wickham Market Improvement Scheme.	Delete.
Schedule 16 Paragraph 4.3.4	4.3.4 On or before Commencement, SZC Co will pay [%] of the Wickham Market Improvement Contribution to Suffolk County Council for the purpose of undertaking the detailed design of the Wickham Market Improvement Scheme.	Delete
Schedule 16 Paragraph 4.3.5 and 6	<p>4.3.5 Following approval of the proposed Wickham Market Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Wickham Market Transport Contribution to Suffolk County Council for the purpose of implementing the agreed Wickham Market Improvement Scheme.</p> <p>4.3.6 Suffolk County Council shall: (A) Undertake the detailed design of the Wickham Market Improvement Scheme; and (B) Implement the agreed Wickham Market Improvement Scheme.</p>	<p>4.3.5 Following approval of the proposed Wickham Market Improvement Scheme by the Transport Review Group, SZC Co shall undertake the detailed design of the Wickham Market Improvement Scheme; and</p> <p>Note: SCC's position is that they would expect these works to be delivered as part of the "Key Environmental Mitigation" under Schedule 9 (subject to SCC's comments on the current approach to delivering mitigation in that Schedule).</p>
Schedule 16 Paragraph 4.4.2	<p>i. The Leiston Town Centre Improvement Scheme may include some or all of the following, the cost of which as estimated by SZC Co (including a contingency) may not exceed the Leiston Transport Contribution:</p> <ol style="list-style-type: none"> 1. widened footways along Main Street, High Street, Cross Street and Sizewell Road, creating more space for pedestrians; 2. 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; 3. modal filters, which motor vehicles cannot pass through but pedestrians and cyclists can, at the 	<p>Revision</p> <p>The Leiston Town Centre Improvement Scheme may include some or all of the following,:</p> <ol style="list-style-type: none"> 1. widened footways along Main Street, High Street, Cross Street and Sizewell Road, creating more space for pedestrians; 2. 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; 3. modal filters, which motor vehicles cannot pass through but pedestrians and cyclists can, at the

	<p>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.</p> <p>4. 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.</p>	<p>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.</p> <p>4. 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.</p>
Schedule 16 Paragraph 4.4.3		<p>Addition</p> <p>4.4.3 The Leiston Walking and Cycling Scheme may include some or all of the provisional list of routes to be developed as part of the strategy in Annex XX. Improvements will include signing, widening or construction of new cycleways, signing and road markings and legal orders to modify rights of way.</p>
Schedule 16 Paragraph 4.4.3	4.4.3 The Transport Co-ordinator will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Leiston Improvement Scheme .	<p>Revision</p> <p>4.4.4 The Transport Co-ordinator will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Leiston Town Centre Improvement Scheme and Leiston Walking and Cycling Scheme .</p>
Schedule 16 Paragraph 4.4.4	4.4.4 On or before Commencement, SZC Co will pay [%] of the Leiston Transport Contribution to Suffolk County Council for the purpose of undertaking the detailed design of the Leiston Improvement Scheme.	Delete
Schedule 16 Paragraph 4.4.5 and 6	4.4.5 Following approval of the proposed Leiston Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Leiston Transport	4.4.5 Following approval of the proposed Leiston Improvement Scheme by the Transport Review Group,

	<p>Contribution to Suffolk County Council for the purpose of implementing the agreed Leiston Improvement Scheme</p> <p>4.4.6 Suffolk County Council shall:</p> <p>(A) undertake the detailed design of the Leiston Improvement Scheme; and</p> <p>(B) implement the agreed Leiston Improvement Scheme</p>	<p>SZC Co shall undertake the detailed design of the Leiston Town Centre Improvement Scheme; and</p> <p>Note: SCC's position is that they would expect these works to be delivered as part of the "Key Environmental Mitigation" under Schedule 9 (subject to SCC's comments on the current approach to delivering mitigation in that Schedule).</p>
Schedule 16 Paragraph 4.5.1	<p>4.5.1 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 Improvement Scheme has been approved by the Transport Review Group.</p>	<p>Revision</p> <p>4.5.1 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 Mitigation has been approved by the Transport Review Group.</p>
Schedule 16 Paragraph 4.5.2	<p>4.5.2 The Marlesford and Little Glemham Improvement Scheme may include some or all of the following , the cost of which as estimated by SZC Co (including a contingency) may not exceed the Marlesford and Little Glemham Transport Contribution:</p> <p>(A) [details to be inserted]</p>	<p>Revision</p> <p>4.5.2 The Marlesford and Little Glemham Mitigation may include:</p> <p>(A) [details to be inserted]</p>
Schedule 16 Paragraph 4.5.3	<p>4.5.3 Suffolk County Council will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Marlesford and Little Glenham Working Group</p>	<p>Delete</p>
Schedule 16 Paragraph 4.5.4	<p>4.5.4 On or before Commencement, SZC Co will pay [●]% of the Marlesford and Little Glemham Transport Contribution to Suffolk County Council for the purpose of undertaking the detailed design of the Marlesford and Little Glemham Improvement Scheme</p>	<p>Delete</p>

<p>Schedule 16 Paragraph 4.5.5 and 6</p>	<p>4.5.5 Following approval of the proposed Marlesford and Little Glemham Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Marlesford and Little Glemham Transport Contribution to Suffolk County Council for the purpose of implementing the agreed Marlesford and Little Glemham Improvement Scheme.</p> <p>4.5.6 Suffolk County Council shall: (A) undertake the detailed design of the Marlesford and Little Glemham Improvement Scheme; and (B) implement the agreed Marlesford and Little Glemham Improvement Mitigation Scheme</p>	<p>Revision</p> <p>4.5.3 Following approval of the proposed Marlesford and Little Glemham Improvement Scheme by the Transport Review Group, SZC Co shall undertake the detailed design of the Marlesford and Little Glemham Mitigation</p> <p>Note: SCC's position is that they would expect these works to be delivered as part of the "Key Environmental Mitigation" under Schedule 9 (subject to SCC's comments on the current approach to delivering mitigation in that Schedule).</p>
<p>Schedule 16 Paragraph 6.1</p>	<p>6.1 On or before Commencement, SZC Co will: 6.1.1 undertake a highways condition survey of the B1122; and 6.1.2 pay the B1122 Pre-SLR Contribution to Suffolk County Council.</p>	<p>Revision:</p> <p>6.1 On or before Commencement, SZC Co shall: 6.1.1 undertake a highways condition survey of [parts of the A12 and B1122 as set out in Annex XX of the Deed of Obligation; and 6.1.2 within 28 days of each anniversary of Commencement of the Project pay the B1122 Pre-SLR Contribution to Suffolk County Council.</p>
<p>Schedule 16 Paragraph 6.2</p>	<p>6.2 Upon the opening of the Sizewell Link Road to traffic, SZC Co will: 6.2.1 undertake a further highways condition survey of parts of the A12 and B1122; and 6.2.2 pay the B1122 Post-SLR Contribution to Suffolk County Council.</p>	<p>Revision:</p> <p>1.2 Upon the opening of the Sizewell Link Road to traffic, SZC Co will shall within 3 months: 1.2.1 undertake a final highways condition survey of parts of the A12 and B1122; and 1.2.2 pay the B1122 Post-SLR Contribution to Suffolk County Council.</p>

Schedule 16 Paragraph 6.3	6.3 Suffolk County Council shall maintain the B1122 in good repair prior to the opening of the Sizewell Link Road.	Delete SCC has a wider legal duty to do this so this does not need to be included as a contractual obligation with the Applicant.
Schedule 16 Paragraph 7.2	SZC Co shall not transport any Special Order Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council of the AIL Structural Survey in respect of that AIL Route	7.2 SZC Co shall not transport any Special Order Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council of the AIL Structural Survey and implemented the AIL Structural Improvements in respect of that AIL Route
Schedule 16 Paragraph 9.1	<p>9.1 SZC Co shall pay to Suffolk County Council:</p> <p>9.1.1 [50%] of the Highway Design and Supervision Fees on or before Commencement ; and</p> <p>9.1.2 [50%] of the Highway Design and Supervision Fees on or before the first anniversary of the Commencement Date</p> <p>to be applied to cover the full audit and supervision fees which would apply to transport schemes to be implemented by SZC Co under the Development Consent Order including the Sizewell Link Road, the Two Village Bypass, the Yoxford Roundabout, the Other Highway Works, the Southern Park and Ride Access, the Northern Park and Ride Access and the Freight Management Facility Access.</p>	<p>SCC are considering the timing of these contributions and whether these payments would ensure the funds are received when this work would be carried out.</p> <p>Rather than a sum the SCC would propose a mechanism by which the time spent on technical approval, supervision and traffic management relating to the Project (and the associated sites) is calculated and recovered on a quarterly basis. This allows for variations in the work as sufficient details are not available to quantify overall costs for the whole construction period. Note: this does not include other council resources such as management of legal orders.</p> <p>This provision should make clear that SCC will be paid for all reasonable costs incurred to design and supervision of all highway works within the public highway that are related to the Project. The list in in this paragraph does not include those works around Leiston associated with the main site, Green Rail Route, Lovers Lane and Abbey Road.</p> <p>Revision transport schemes to be implemented by SZC Co under the Development Consent Order including the Highway Works associated with the Main Site, Sizewell Link Road,</p>

		the Two Village Bypass, the Yoxford Roundabout, the Other Highway Works, the Southern Park and Ride Access, the Northern Park and Ride Access, and the Freight Management Facility Access, The Marlesford, Little Glemham, Westleton, Yoxford and B1122 Early Years Mitigation, the Wickham Market and Leiston Town Centre Improvement Schemes and any Highway Works necessary to deliver Rail Improvements on the Green Rail Route, East Suffolk or Leiston Branch Lines .
Schedule 16 Paragraph 10 Bus Infrastructure Improvement Fund	-	<p>Addition</p> <p>10.1 On or before Commencement, SZC Co will pay Suffolk County Council the Bus Infrastructure Contribution, which Suffolk County Council will use to fund improvements to bus facilities at Ipswich, Lowestoft and Saxmundham Rail Stations for direct SZC bus services which may include bus facilities including bus stops, signs, waiting shelters and laybys for local services to the SZC Development Site or Park and Ride Sites.</p>
Schedule 16 (new) Paragraph 11 B1122 Early Years Mitigation	-	<p>11.1 The B1122 Early Years Mitigation on the B1122 between Yoxford and Leiston shall include the measures set out in Annex [●] to mitigate the impacts of Construction Traffic prior to opening of the SLR;</p> <p>11.2 On or before Commencement, SZC Co shall undertake design and implementation of the B1122 Early Years Mitigation; the final scope and design of which are to be submitted for approval by Suffolk County Council on or before Commencement but may include:</p> <ul style="list-style-type: none"> • Junction Improvements • Vegetation clearance • Improved road signs and markings • Pedestrian crossings (uncontrolled or controlled)

		<ul style="list-style-type: none"> • Improvements to and construction of new footways • Speed limits • Traffic management
Schedule 16 (new) Paragraph 12 A12 Yoxford Mitigation	-	<p>12.1 The A12 Yoxford Improvements shall include the measures set out in Annex [●] to mitigate the impacts of Construction Traffic prior to opening of the SLR and the Northern Park and Ride;</p> <p>12.2 On or before Commencement, SZC Co shall undertake design and construction of the A12 Yoxford Mitigation; the final scope and design of which are to be submitted for approval by Suffolk County Council on or before Commencement but may include:</p> <ul style="list-style-type: none"> • Pedestrian crossings • Footway improvements • Traffic management • Improved signing and road markings
Schedule 16 (new) Paragraph 13 B1125 Westleton	-	<p>13.1 The B1125 Improvements shall include the measures set out in Annex [●] to mitigate the impacts of Construction Traffic.</p> <p>13.2 On or before Commencement, SZC Co shall undertake design and construction of the B1125 Westleton Mitigation; the final scope and design of which are to be submitted for approval by Suffolk County Council on or before Commencement but may include:</p> <ul style="list-style-type: none"> • Junction improvements • Improvements to road signs and markings • Pedestrian crossings (uncontrolled or controlled) • Improvements to footways • Speed limits • Traffic management

Schedule 16 (new) Paragraph 14 A12 Signing Strategy	-	<p>14.1. No later than three months before Commencement, SZC Co shall submit Signing Strategy for approval by Suffolk County Council (and consultation with and approval by Highways England for any roads managed by Highways England). The Signing Strategy should clearly direct Construction Traffic to and from the [appropriate] locations within the Sites. Where necessary signs will be required to advise drivers of unsuitable routes. The A12 Signage Strategy shall be implemented prior to Commencement (unless phased implementation is agreed before Commencement in writing with Suffolk County Council).</p> <p>Note: SCC is considering whether greater clarity can be given to the term “appropriate” in this proposed new paragraph and would welcome the Applicant’s views on this and further discussion with the Applicant in this regard. SCC is also considering whether a signage strategy should be required for the operational phase of the Project.</p>
Schedule 16 (new) Paragraph 15 A12 MRN Scheme	-	<p>15.1 On or before Commencement SZC Co shall pay the A12 Major Road Network Contribution to Suffolk County Council as a proportional contribution towards the A12 Major Road Network Scheme, if the [A12 MRN bid] is not successful the sum shall be used by Suffolk County Council for local highway improvements on the same length of the A12.</p> <p>15.2 Suffolk County Council shall • Use its best endeavours to submit a [the A12 MRN Bid];</p> <ul style="list-style-type: none"> • If successful undertake the detailed design of the A12 Major Road Network Scheme • implement the A12 Major Road Network Scheme on receipt of funding pursuant to the

		<p>[A12 MRN Bid] and the A12 Major Road Network Contribution</p> <p>15.3 If Suffolk County Council is unsuccessful in the [A12 MRN Bid] to</p> <ul style="list-style-type: none"> • use the A12 Major Road Network Contribution to design junction improvements to reduce delays and improve road safety on selected junctions within the limits of the A12 Major Road Network Scheme • and implement local junction improvements <p>15.4 Return any residual sum that remains uncommitted at []</p>
<p>Schedule 16</p> <p>New Paragraph 16</p> <p>B1122 Repurposing</p>		<p>16.1 On or before Completion of the SLR SZC Co to pay the B1122 Repurposing Contribution to Suffolk County Council towards the B1122 Repurposing Scheme.</p>