

TEXT_Sizewell_CAH1_Part2_Session3_18082021

00:05

Good afternoon, everyone. The hearing is resumed. We're currently considering the compulsory acquisition proposals for Justin and Emma Dr. Lee's land. And Mr. Phil pops the applicant for the applicant is responding to that. So, Mr. Phillpotts if you'd like to continue your response.

00:27

Thank you very much, Madam. And before I hand over to Richard Jones, just briefly, if I can deal with two short housekeeping points arising from the last session. The first is that you set quite quite probably asked about the issue of the advanced planting to which Mr. Crop referred and whether that's secured and in the decio. If it's acceptable to you, I'd like to have that dealt with in writing at deadline seven so that we can ensure that that's properly covered. I don't have an answer to give you now, but I don't want that point to be forgotten. And then secondly, and similarly, in his overview of the Dallas position, Mr. Horton referred to the fact that there are listed properties on his clients land. Those impacts, of course, have been both assessed and been the subject of written exchanges already. But rather than take time and go through those matters now because Mr. Orton was appropriately and commendably succinct in his presentation and didn't spend time on this. Again, I propose just to provide you with a sort of summary of what the position is on that and what you've got on it. Deadline seven, so that you've got all the references to hand. Thank you. So with those points out of the way, I'll now pass over to Mr. Jones. Good afternoon. Can you hear me and see me? I can hear you. I can't see you. Can you see me now? I can't see you No.

02:32

Okay, I'm getting nods around the room. I think others can. So if it's acceptable to you, Mr. Kyle, I'll continue.

02:38

Yes, as long as others can. So and again, in the same vein, Mr. Jones, if you could keep your comments succinct.

02:50

I will, I will certainly do my best no problem at all. So I just wanted to briefly touch on the need and location for the main site access roundabout. First of all, in, in my closing there, very briefly, I'm going to hand over to a colleague, John Davies, who will be able to respond specifically to the point of the fifth arm during construction. And then once Mr. Davis is spoken, I will then briefly pick up on the on the borrow pits on the same topics, but on starting on the on the main site roundabout then So ever since the inception of the project, the concept of the need for two accesses, into and out of the main site has been has been known and well established. So you will be aware that there's one from the south to

sizewell B and beyond and then one to the north over the triple A side crossing and out on to the B 1122, where it can then head over to see the strategic road network. And so, as far back as 2016 in the stage two consultation, there were or options considered on the on the design of that roundabout. And that included an option which has now been discounted, largely due to to land take amongst other considerations because it was indeed a greater land take and that was for a roundabout that had a separate direct connection between east bridge and the B 1122. And that separate connection was to the west of the roundabout. As I say that was discounted in favour of the the option which has now evolved to become the one we the one we see today. So the need for the concept of roundabouts in this area has been well established and known for a very long time. But if we were to consider potential alternatives in the in the immediate area, we're very clear that there are no there are no exceptions. What alternatives? Because if we were to

05:03

join, sorry to interrupt you, but I think what Mr. Horton was suggesting was a reduction in, in the arms of the roundabout, and that in itself would provide potentially a reduction in the area of land take. So really that's the point I'm wanting to hear about and to have addressed

05:23

and understood no problem at all. In that sense, I will, I will pass over to my colleague, Mr. Davies to to pick up on that. But just as a preface, I would point out, and we have people who view it rather, it's exploding in more technical detail, but the the difference in the size of the roundabout from a fifth or fourth arm, I understand is in the in the region of about 10 to 15 minutes as it is, it is not a substantial reduction in the size of that roundabout. But with that, I will hand over to Mr. Davies to pick up on the fifth arm.

05:58

Thank you. Good afternoon. I trust you can hear noon. Yes, I can hear and see you. Thank you.

06:06

Thank you, John Davis on behalf of the applicant the the operational requirements for the main plaza roundabout. There are three principal reasons for the the need for a fifth arm. taking those in turn. So safety is the first lesson from our experience down at Hinkley Point C. have evidence that it is critical to have a separate access points for pedestrians and buses from HTV. Freight that the main reason for that is that is the removal of the risk of contact between hgvs and pedestrians. And the fact that there will be a high pedestrian throughput crossing the road as it goes through to the car park for people accessing security and through into the internal bus Plaza. The second reason is to do with capacity, vehicle flow network impact. And our modelling that we've undertaken shows freight vehicles being processed through security on the on the freight specific arm with with some modest queuing back onto that access road, but no impact on the main highway, we would be very concerned that by integrating the temporary and permanent arms, with buses and cars also accessing the that point that there will be a potential risk of vehicles going back onto the main a 12 Highway. Within that, it also removes the risk of delays with processing freight vehicles through through the same security pointers as as that for buses. And clearly resilience is important with with up to 350 HTV movements per day, plus the associated temporary parking for cars, vans and motorbikes. So it's crucial from a capacity perspective

that we that we separate the two temporary and permanent accesses. And finally, the third point is all about contingency. If if there was a collision breakdown or maintenance work blocking one of the arms, then both worker movements and freight movements can be diverted to the other, the other arm to ensure vehicle flow continues through to the site. I hope that answers the question. And I'll hand back to Mr. Jones.

08:49

Thank you very much. Mr. Chi. Did you have any specific questions on that before I just captured the the bar pets need?

08:58

My specific question it was simply that it picking up on that last point on the contingency point? Is that something that you would anticipate being called on on a regular basis? in how much value do you do you place on having such a contingency? No, it's

09:19

not a it's not a regular occurrence. But you know, we all know we all know that breakdowns or collisions or issues happen. So with one arm being closed, the second arm acting is contingency is important. Thank you. Thank you. Mr. Fill pot.

09:46

Thank you, Madam I think Mr. Jones was then going to deal briefly with the borrowed pits and I think that was going to be the the final part of our response. Thank you.

10:03

Thank you so so just to briefly touch on the on the borrow pits. So in much the same way as the as the roundabout in many regards the, the concept has been the subject of consultation since since 2016. And it's been a long standing components of the components of the of the project, the the overall need case for the borup, it slides heavily on the benefits that it brings in reducing the amount of material that needs to be imported in order to help backfill the deep excavation works on the on the main platform. And similarly to provide an on site home for those excavations coming out of the the main platform, to faithfully have that material swap, without the need to import or export that material brings brings substantial benefits to the project. And ultimately, that that location is proposed, because not only does it provide the right material in the form of the type of sand and gravel that's, that's required for for the backfill operations, it also does so in a way that achieves that in a relatively small footprint. So that land there is is on is on slightly higher ground compared with the much lower line level level ground north of the triple si. And therefore the distance between the ground level and the water table is is relatively great there. So it allows more material to be excavated on a smaller footprint. And if we were to have theoretically proposed that down in the main temporary construction area, then certainly that would have required a very significantly greater footprint and had a wider knock on effect in terms of the overall amount of land take. So we say that it is the right material in the in the right location. But certainly we've been very cognizant of ensuring that we are we are considering it carefully. And back in 2016. In the consultation, there was a series of options identified at that point. And indeed one of the

12:21

I think you may have, we may have just lost Mr. Jones connection, I think he's back in so if you could perhaps rewind about 15 seconds. Pick it up. Thank you, Mr. Jones,

12:33

I shall try to recall where I was. So So ultimately, the there was a consultation back in 2016. And one of those sites was was discounted for Brad Pitt land. So it has been the point of careful consideration by the applicant over a number of years. That's the that's the final main point. Thank you.

12:53

Thank you very much, Madam, although obviously, we will be providing a schedule of all those who spoken in their competencies in due course. Mr. Davies, I'm not sure has spoken to the examination before but he is a site operations and logistics programme lead. And he's an expert in all matters related to logistics and the construction sector. So although he hadn't been introduced before, for the benefit of those who are listening, those of Mr. Davies credentials.

13:29

Thank you. All right, Mr. Hart. Mr. Horton? Obviously, I wouldn't normally come back to but did you have a brief point to make?

13:45

Yeah, I've got a couple really, and I will be brief. I definitely would be brief. In relation to the narrative on stockpiles, I didn't actually raise stockpiles. And I wonder whether that seemed a pre organised briefing for you on stockpiles, because we're more concerned about the burn pits than the stock piles. And inevitably, when you're looking at distances from the key areas on the estate stock piles tend to be more distant than the borrower pays. Secondly, I'm glad that Mr. Jones has highlighted the significant value of the corporate land which has got sand and gravel under it compared to other land. And typically that will flow through on the compensation code in relation to the reduction from our call them arms and legs, five legs to four legs, he quoted a size of 10 to 15 metre reduction. Based on the full extent of the radio, I wonder whether that is close to my approximation of 25%. I couldn't hear unless I missed it completely any proposals that the applicant has got for the replacement of parts of the tree belt lost in relation to the SLR I think they gave a view of a maximum 16 metres out of a 32 metre belt, which is 50 50%, which is quite a substantive issue and much larger than we've been led to believe. And lastly, again, I may have missed this, but I couldn't hear I just missed whether there are any landscaping roses at all in relation to the roundabout. We certainly had none. They just

15:28

thank you, Mr. Horton. We'll ask the applicant, he may want to do it in writing, if you can clarify the position in relation to the difference in land take that four hours as opposed to five, five arms? Would would mean?

15:47

Yes, but we're very happy to do that. We'll do that in writing, so that you can have certainty about it. And it may also be something that we can illustrate a plan? I don't think we need to say anything about

the first two points, but there was a, there were two queries raised about landscape. And given that I've got Mr. Kraft here. And Mr. Wolf wants to understand the position. I just asked him if he could briefly deal with those two points, please.

16:21

Thank you. Good afternoon, ma'am. Can you hear me? I can hear you. Thank you. Great. Thank you. Yeah, so just to address the three points made. Firstly, in relation to the planting associated with the roundabout saboten. Within the design and access statement, there is a figure which I will just recover, which illustrates the planting proposals associated with roundabout that would be the subject of a requirement discharge. The planting proposal, you just fall next year. The contract proposal will be based on figure eight point 19 in the design and access statement, document reference or EP five dash oh seven, three. And that proposal seeks to tie in a new hydro planting and hydro tree planting back into the corner of greenhouse plantation. apologies for not covering that earlier. In relation to planting associated or the loss of existing planting associated with the size of a link road. The document I previously referred to which is the environmental statement attendance figures. And I'll just give you the reference for that if I may. That document was submitted and bear with me today Yes, so the size one lakh road site clearance plan is illustrated in document as dash 138. And plant the area of planting to be removed as identified, but also an area to be retained and enhanced as part of the work. So there is reinforcement works proposed to the area retained adjacent to that to execute repair to that wooded edge. The final point in relation to stockpiles for me the point of raising it was we were slightly confused in relation to the commentary in the representations in relation to saboten and views of borrow pits. And we understood that maybe referring to stockpiles rather than parapets, hence the clarity so my apologies for that. The border pits relate principally to the northern area and to POTUS farm and eastbridge. Hopefully that clarifies those matters. Thank you. No, I do see that your current Miss Miss on your cart. Emma Dolly does have her hand up. So is that modality wanting to add anything?

19:44

If we could add we'd be very brief. And we propose I'm sure you prefer us to deal with I'm sure the non deliberately in accuracies or incomplete statements at some of the people in the last couple lovers have made. We'll do that in our written representation for deadline seven. Thank you. I thought you might, as it relates to compulsory acquisition, you might like to hear a couple of points on engagement and lack of mitigation proposals. I suppose this all goes to what, how you defined engagement. But Jonathan said both yesterday and today, he used the same phrase, Jonathan Smith that his extensive engagement with landowners over a number of years. Well, we've mentioned deadline and our deadline to representation, the chronology timeline of the engagement, and lack of it since 2012, but just dealing with it since July 2019. Since that date, two years ago, we have had two offsite meetings with junior staff of dalco McLaren, at one of which meetings, they turned up with the wrong maps, and some added dates and inaccurate maps. And then, after those two meetings, we had a meeting with Jonathan, not, as he told you, on the 21st of April, it was actually on the 30th of April, this year with our advisor. And it seems to us, but we're only we've never done this before that those three meetings, one of which was on site. To explain to us a proposal, which will probably cause the end of our farming business, it will probably destroy the value and enjoyment of our house. And a number of associated business is and community assets like our campsite. You know, one on site meeting, which has not been followed with any follow up, not been followed up with any information at all other than a miniscule

map new map of the newly proposed roundabout. We don't call that engagement. And to be specific about it. I mean, Mr. Kratt, spent 22 minutes talking about the effects of lighting. He prefaced what he said, I mean, this gives a game away, he prefaced what he said, by saying, to the extent possible to gauge from public vantage points, really beggars belief. Why on earth? Do they do it from public vantage points? Why don't they do it from our vantage points? They're very welcome. We've told them we were delighted to engage with them. Talk about selling them some land? Absolutely, you know, we echo if not amplify what David Grant was saying two or three hours ago.

23:11

And lastly, sorry to be a little longer than you'd like. But just for the record, we have had no, not a single proposal, the mitigation of any of these proposed developments, not a single one. Thank you. Thank you. Thank you, Mr. Grant. Sorry, Mr. Darley. Right. Yeah. That's what led me astray. Right. Mr. Philpotts?

23:49

Yes, I'm conscious. We've already said that. We'll put in a full written account of this. But I just want to give an opportunity, if I can, to Mr. Smith, just to respond briefly orally, to give some sort of context to what you've just heard.

24:14

Hello again, madam. I'm sure you can hear me and see me. I can. Thank you. Thank you. Jonathan Smith, again, chartered surveyor on behalf of the applicant. Just very briefly, obviously, as Mr. Philpott said we will supply a detailed schedule of the engagement. And Mr. Darley correctly said that we held a meeting on the 30th of April this year at which I attended and with my colleague from Dalco McLaren, but I put two other meetings that were took place before my involvement with the scheme. And those were on site I understand as well, one being on the 10th of December 2020. And meeting before that on the 23rd of the seventh 23rd of July 2019. So those are the three meetings that I have. There's been also, you know, further engagement where we provided information and provided that to Mr. Horton as agent on behalf of the dallies. But as I've said, we will provide a detailed schedule later on. Thank you.

25:17

Thank you. Right, Mr. Walton. I do see that the galleys do have their hands up again. But if I could ask them to respond in writing to that last response from the applicant, and she wants you to have their shedule as well, you might want to comment on that. So, Mr. Horton, if you've got, I think we hear now from you on your on behalf of the Bowden family.

25:52

Thank you very much indeed, for coming. This representation is on behalf of the Bowden family who own and farm trusts farm Middleton, and mixed holding of arable and grassland together the residential and commercial properties that trust farmstead on the farms eastern edge. This farm still includes three residential properties this set of modern and traditional farm buildings. This is a true example of a family farm but no outside labour being employed. The family's supplementing their income from the land down by other contracting and farming arrangements. Farm extends to approximately 243 acres in the

middle some forward links but not lined block of land at Kelsall. The SLR proposal service three fields creating a far smaller areas, dinner water farm, none greater than 6.2 acres of arable farming terms, and economic all of those areas being to the north of the SLR our clients file we reduce the scale by nearly 10% overall and in relation to the impact that's very substantive bearing in mind that do not have economies of scale. This representation does not in itself constitute a formal objection to compulsory acquisition and the family have signed heads of terms to sell voluntarily in the option arrangement offered by EDF, which we are pursuing. The concerns I want to express relate to the lack of understanding or interest so far, and how the acquisition land will cause substantial detriment to the farm. And the lack of detail of suitable and in particular, appropriate landscaping and access arrangements. They've been very few meaningful attempts to engage with us in relation to solving substantive problems. In relation to sevenths of the land to the north of the SLR. what's expected is that access from the farmstead will be via the existing farm drive across the SLR, northwards up to the link to the b1 one to two, then turning left, continuing until you get to fully road going down for the road and turning into what will be we gather a new access, which we conveniently linked to an attenuation pond. That is a substantive distance to travel bearing in mind, the actual severance produces one field within reason, about 20 to 30 metres from the remainder. That journey itself will cause inefficiency, substantive cost, and in theory, may well affect the economic viability of the farm. We've had to my knowledge of the last year, two meetings on site with the agents, one with Mr. Smith, which was a good productive afternoon, him understanding the farm and asking very pertinent questions. And last week, we had the benefit of Mr. Clark Davis coming to set up a team's call with Mr. Boyle, and I think Midnight's in relation to landscaping. We talked about access there. And we asked for a run through of exactly the route that the farm traffic would have to take. It was pretty clear. The more that we looked at the plan, the more tenuous the route became. And in particular, restricted access points between the SLR and retained land not owned by our clients might make access difficult in some areas. To be faster the agents they've agreed to come back to us and provide larger plans, although they've yet to be received. Having sat and looked at it with our clients, we immediately came up with two further solutions. One a potential underpass in relation to linking Abul fields close to trust farm and also another providing access off the direct link between the SLR and the BLM 22 which we consider may well be feasible within the confines of the DCI bantus. Were of the view that its applicants do to mitigate the access problem. And to date, they've done little to do so we've had to come up with the ideas at the moment, we've yet to receive their reply. In tower with this, there has been a relatively limited lack of attempt to mitigate the landscape and visual impact in the road and the detrimental effect that will cause on trust farmstead itself. At its closest point, the farmstead will be approximately 200 metres for the farmstead and the road linkage. And there appears to be little, if any proposal so far, to try and mitigate the substantive structure which is going to be involved. The SLR at that point.

30:54

Basically, on a five metre embankment upon which one has to imagine commercial vehicles, probably up to a height of three to four metres. It was clear, the landscape and proposals that we heard about seemed inadequate, and no thought had been given to how potentially to control further land in that vicinity. To help mitigate the potential effects on our clients land, we raised the issue of banding, planting noise attenuation structures, and we've yet to hear response the reduction in the value of our clients property is going to be very substantive will the appropriate compensation received ever really be adequate? In theory, of course, the applicants can say yes, but I doubt it. In addition, the proximity

the new road will generate security issues for our clients, who at the moment have the benefit of a long form drive, which is easy to police and monitor, including a right of way they need from proposing how this threat is to be mitigated. And we've suggested basic security arrangements, but again, have yet to receive further details. My comments on the previous issues related to compensation code are also relevant here. And without a substantive effort from the applicant, particularly in relation to access and landscape mitigation, and consideration, divisions pact, there's going to be a substantive reduction in the value of our client's property, we consider that there's a duty to mitigate that the applicant should progress issues as quickly as possible. And we look forward to hearing further about those proposals.

32:44

Thank you. Thank you, Mr. Horton. So if I can hear from the applicants in response?

33:04

Well, as I was on mute, again, to first ask Mr. Jonathan Smith, to deal with issues about severance and access points and the alternatives that are being considered in that respect. Once he's finished, I'm going to ask Mr. Crouch to deal briefly with the landscape visual impact points that have been raised. So I'll pass over to Mr. Smith. First, please.

33:37

Thank you. Hello, again, madam Jonathan Smith on behalf of the applicant, in in relation to the engagements. As Mr. Horton correctly pointed out, we held a meeting towards the end of June, on site, and I think Mr. Horn suggested that was a useful meeting where I understood that the situation in relation to the access and the potential impacts of the of the SLR on the affected party. This was one of the first times I was made aware of it because Mr. Horton I think was only instructed by this particular affected party in in June 2021. Just to go back a little bit before that, agreement for the land required to construct the scheme was reached with the effective party, and heads of terms have signed on the 30th of April 2021. And I said before the terms also deal with certain residual elements. We continue to engage with the affected party discuss the requests for accommodation works and mitigation works. And as Mr. Horton said, a meeting was held last week. It was attended by my colleague and various members of the project on the 11th of August. And further meetings are planned to look at the accommodation works and mitigation. At the meeting, as Mr. Horton rightly pointed out, A number of proposals were discussed, including the provision of a potential underpass to provide access to retained land North north of the SLR. These are currently being investigated by the applicant. And as I said previously, further further meetings will be arranged to discuss these with the applicant and and their advisor, Mr. Horton, the applicant will continue to engage with the affected party. But obviously, where these works cannot be provided the terms that have been signed, do keep a provision for the effective party to make a claim for compensation for the impact on retained land, the compensation code. I hope that's helpful for you. Thank you, Mr. Smee. Yes,

35:40

so, as been outlined, there are active discussions taking place in relation to the access issue, we will obviously ensure that you are kept informed about the progress of those discussions. They are, as I understand it, not proposals that would involve any change to the scheme. But But nevertheless, we recognise the importance of seeking to minimise the impact where that is possible. This is a situation as

Mr. Smith alluded to where there has been a relatively late change of agent. And I'm not aware that there are relevant representations or written representations on behalf of this particular object. And therefore now, we are engaged in these points with Mr. Wharton's assistance the Bowden's representative. We're seeking to do what we can to mitigate that impact. So I against that background, just if I can just ask Mr. Crap then to deal with what's being done in terms of landscape and visual impact as part of that effort.

37:08

Good afternoon, ma'am. Can Can you hear me? Okay? I can't. Thank you. Great. Thank you. Yes, just a very brief update. My colleague, Bruce Knight, attended the site and I had a debrief from that meeting and the team are currently looking at consideration of further screening measures, as discussed at the meeting, I would say that the land taken in within the red line boundary is quite generous within this area. And the opportunities to address some of the concerns raised I think are were pretty positive. And we are looking at those at the moment. I think in terms of the the length of time it will take, I think it will parallel the same time considerations that were alluded to with the grant land. And I think we will defer to you in due course as to how quickly that will be published. And I think counsel from our team advised that we will advise by the end of this week, I think on that, but just to say the work is in progress, to address some of those requests and suggestions.

38:34

Thank you. I just checked if Mr. Phillpotts had anything else he wanted to add?

38:49

No, but I'm I'm conscious of Mr. Horton has his hand up. And I just wanted to wait to see if there was anything else is Mr. Horton, did you have another brief point to me?

39:02

Just Just a couple ready, just to set the record straight. I was instructed on the first of May 2021. Immediately after the option was signed, I don't think it makes a difference changing an agent to the actual obligations and the duties that the applicant has. I think those obligations and duties existed even before the change of agent. And just because the agent decided not to raise this issue or if he did, he didn't get a response is not the is not the landowners fault. Active discussions really have only started very recently in relation to trying to highlight these specific issues. I'm delighted to hear from Mr. crap that there is a sufficient width of land between the carriageway and the bandwidth of decio to provide a solution. That solution is probably going to have to be a physical boundary band or some sort, because I don't think any tree planting is going to provide a sufficient impact, given the distance between grand level and the top of a commercial vehicle, which as I said before, of a five metre embankment could take us to about eight to nine metres. We look forward to hearing from the proposals and again, time is of the essence. Thank you. Thank you, Mr. Hall. Mr. Phil pot.

40:32

Thank you. Well, I'm not sure there's anything further that I can add to what we've already said. Rob's gonna report back to you on the mitigation proposals, but we've explained the approach we've taken.

40:45

All right, thank you, Mr. Phil pot. Thank you, Mr. Horton. I think that brings us to the end of the clients that you're representing. I think Mr. Bacon has representation this afternoon, I think from Limerick. Yes. Mr. Bacon does. And I know you were representing the bacon farms. So you're representing that Daniel bacon as well.

41:12

rollin? I think the Daniel Baker will be giving a presentation on his own account.

41:17

Yes, that's That's right. That's right. Yes. That's how I understood it. Right. So I'll hear now from so thank you for your assistance, Mr. Horton. And I'll hear now from Nathaniel bacon.

41:36

Good afternoon, Madam. And thank you for the opportunity to speak today. I'd just like to make it clear in line with the draft option agreement relating to the acquisition of land for the SLR. We're not objecting to the scheme, but continue to try to work with the African to mitigate its impact on our businesses and local communities. I have four main areas of concerns I'd like to raise at this hearing. I apologise I'm a farmer, not a QC, so my thoughts may be comparatively brief. The first of these is the issue relating to Marsh Harrier compensator II habitat. The first engagement on the area of land at Western took place in June this year, when I telephoned Josh Clark Davis to confirm that it was still their belief that they did not require this habitat area. We were later contacted by the applicant who were still of the opinion that Islam was not going to be required, but they would like to look at getting an option in place in case natural England deemed that this area was indeed necessary. At this stage, we asked to meet with EDF and their representatives to discuss the details of what they might require, and details of what this habitat could look like. We met over zoom on the 15th of June, the applicant explained that there was a need for temporary compensation in Marsh Harrier habitat. The period of the construction of said See, the Africans explained that this would be based on a lease covering the construction period. I'm concerned, I'm very concerned that Mr. Robot is not making reference to a lease. Given that this is the only form of acquisition we have discussed. At this stage. So excuse me, at that stage no specific details as to what habitat creation on the western land would look like we're available. We stated that our preference would be to seek an alternative area of compensator II habitat on our holding at saboten, which would be less detrimental to our business. We have engaged Roger Pearson of BSG ecology to investigate the relative merits of the western side and the potential alternative sites that we have offered. We sent to them, we sent the applicant a summary of Mr. Pearson's proposals for alternative sites prior to our meeting with the applicant earlier this month. I believe Mr. Phillpotts comment that our alternative scheme, being a late starter is misdirected. Given how quickly we have reacted to the vague proposals made to us on 15th of June this year. On the 15th of June, the Africans representatives had no detailed plans available to share with us regarding this alternative habitat, and as such to imply that this scheme was a long way down the line is misleading. It is also important to note that we have been in discussion with EDF at least more meaningfully since December 2020. Regarding the SLR land acquisition, is it not unreasonable for us? Is it not reasonable for us to assume that if this heritage habitat was to be required, the same representatives would have discussed this acquisition with us or the or the senate at this time. As it was there wasn't any correspondence from the

applicant to us. All the senate from the 11th of September 2020. until June 2020. Work on this matter. The Mr. Phillpotts to imply that the uncertainty caused by this small change to the location of this compensator II habitat may somehow cause delay and uncertainty that the delivery of the overall scheme seems disproportionate. It feels to us that time constraints continue to be the reason for compromising on the quality of mitigation schemes offered and their impact on affected landowners. On the 27th of May, a new application consultation regarding alternative water supply associated with discussion of the construction of the project was proposed by the African Development of the scheme is clearly ongoing. I cannot accept the argument that the reason it may not be possible to consider alternatives as an issue of timing. And if say, certainly not one caused by us. It is only right that given the implications to our businesses, and communities that appropriate time and consideration is given. We feel that the feminine side not only offers a better habitat, potential for wetland creation, but it's also closer to existing Marsh area nesting and hunting grounds and critically not adjacent to a significant village. It is also land which due to feel sighs and soul time, which we would rather be without the land at wesselton. Allen Lewis suggested the common central area should include arable land to give a greater Delta change and habitat value, which are alternative area is largely comprised of following various requests from us. A follow up meeting was held on the 10th of August, where we looked at the western side, as well as an alternative site on our farm selatan. I do appreciate there may be a need for this compensator II habitat. But I would ask that we are given the opportunity to mitigate mitigate its impacts on our farming business by being involved in the location and development of a scheme, particularly if we think that a more effective scheme can be dealt developed in this way. So far, we've had one zoom call and one meeting with the applicant on this matter. At no point has a permanent acquisition been discussed. I'd now like to move on to the impacts arising from the proposed junction at the BLM 25 and the SLR. As we have said repeatedly in various hearings and submissions we strongly believe that the linking of SLR would encourage SSD traffic to cut through from libre to the SLR This is already a dangerous road and pass it through villages of wesselton and Middleton where the route is heavily constrained. This was explained in detail at the outset for transport by our by our expert Mr. Paul Zana of create consulting engineers. The inclusion of the junction takes a further eight egg aka eight acres of arable land. This scheme also leaves a redundant section at the V 1122. The future treatment of which is unclear. I feel that this level of acquisition is excessive. And the inclusion of this junction was on the basis of a desktop design undertaken in 2018 2019.

48:04

I feel that although the inclusion of this junction is not in line with the overall I feel sorry, excuse me, I feel the alternate the inclusion of this junction is not in line with the overall purpose of the SLR, which is to bring traffic to the site via arterial routes. I don't know I'd like to understand where the time pressures associated with the DCA as well as the early years construction phase requirements have meant that the design has not been developed logically to take account of local pressures and environmental factors. I'd also like to raise some concerns over the impact of the proposed SLR on the historic historic landscape around purpose and Hall. Part of our foreign services includes land to the east, north and west of Everton Hall, the SLR passes around Everton hall to the north and east. It is important that views of this historic landscape from the top of the hill around Capitol Hill are preserved as much as possible. To reiterate Mr. Holden's point earlier, we really would like to better understand what if any proposals are being made for landscaping and screening at this critical point. Finally, I'd like to raise the point on SLR route selection readably versus route Zed as a landowner potentially affected by either

route, but who sees many advantages of Route w over route Zed? I would like to understand the basis on which route Zed was selected over route W. This question has been raised a number of times during the process, but I know that I speak for many people locally. When I say that I don't feel it has yet been satisfactorily answered. Thank you very much for your time. Thank you. Mr. Philcox.

49:46

Thank you, Madam some of these matters have been rehearsed already, but but some of them are new. Before I call upon any other speakers, I'm just going to respond to two points that have been raised by Mr. Bacon first in relation to why I have not mentioned the taking of a lease instead of permanent acquisition. And then secondly in relation to the point about alternatives and delay. I did discuss the issue of temporary acquisition or freehold acquisition within the order and as I've said, we've said we will consider that matter in the light of what's been said on behalf of the bacons by their agent. But the reason why we can't compulsorily acquire a leasehold is that that is simply not something that is possible. By means of compulsory acquisition, one can take a temporary possession of land, or one can acquire rights over it or one can acquire the freehold. But it's not possible to acquire a lease, which requires all sorts of terms and so on which one can't cover by compulsory means. So that's why the option of compulsorily acquiring a lease is not something that is on the table and not something that has been referred to. Secondly, so far as the alternative is concerned. I've listened to what Mr. Bacon says. And so far as I'm aware, the timing that I outlined in my submissions as to when the alternative was first identified, and also the timing of the objectors proposed acquisition of this land, from this remember, not their land yet. They are deciding to acquire it in all the circumstances that now exist. I don't believe that that is controversial. And those facts do speak volumes for the reasons that I outlined earlier. And also on this, it's not, with respect possible to brush aside the issue of delay, simply by saying, well, it's disproportionate. I was careful in my comments to give specific reasons why this is a matter that would involve delay, and points that the objector will need to grapple with in justifying this alternative, as a reason for resisting compulsory acquisition. Now, I don't go over those again. But they do require careful and specific response. So against that background, there are then three points that arise from Mr. Bacon's comments where I'm going to ask others to comment. The first is in relation to linking of the BLM 25 to the size well, Link road, and they are going to go over to Mr. Nick Kaufman of W. Sp, who will respond to that point.

53:19

I'll go afternoon. Can you see and hear me? Yes, I can thank you. In in response to Mr. Bacon's questions regarding the connection between the B 1125 and the size of a link road, the highway link to the size of the link road from the B 1125. is included within the scheme in order to minimise the effect of traffic on the B 1125. itself. And most particularly the traffic through a button. The bypass of Surbiton was introduced at stage three of the consultation as described in the environmental statement alternatives and design evolution chapter which is IPP dash 450. At that time, it was called the feminine bypass some subsequent investigation using the strategic highway model which we use to look at what the effect would be if there if that link was not in place showed that in fact it it does not it will the removal of the link does not discourage any traffic down the BLM and 25 and conversely, the inclusion of the link doesn't attract traffic onto the V 1125. But the effect is that it would cause a significant increase in traffic flows through Surbiton itself And counteract the benefit brought by the CyberLink road. And in so doing undermines the opportunity presented by the relief of the BLM in 25. For

repurposing, which is an aspect that's been discussed in the traffic and transport hearings, and follow it up with the written summaries to those hearings. Furthermore, I think Mr. Bacon touched on the form of the B 1122, and 1125 Junction, which is a staggered junction design that's been designed as a as a right left stagger junction as opposed to a crossroads. The staggered form of junction is a is a safer form of junction, which allows vehicles on the minor arm to turn into the BLM 25 and then off rather than creating a crossroads junction form. So that's been designed in accordance with design manual for roads and bridges, design guidance, she explains the the form of that junction. And then finally, it was also discussed the traffic and transport hearings in relation to further mitigation discussions that are ongoing along the BLM 25. And we note the examining authority has asked a question in the second round of questions about consideration for mitigation proposals along the bill of 25. itself. Thank you. That's helpful. Thank you.

56:38

Thank you, Madam before I pass on to the next speaker, just one other point in relation to the the timing of discussions with this proposed new owner of the land to be acquired. I'm told that consent to speak to the bacons as a proposed new owner was given to my clients representatives on the 20th of May of this year by the current owner. And so that was after the terms of the sizable link road were signed, but that's the that's the timing of when we were able to make contact with the proposed new owner. Now again, to then ask Mr. kratt to deal very briefly with Mr. Bacon's third point was the impact of the SLR and historic assets. As I've said, we will be responding to this in writing and Mr. Kratz area of expertise as landscape and visual impact. But given that it's been specifically raised now, I was going to ask Mr. Crack just to provide by way of overview, his understanding of the position, and then we'll obviously set out the detail of it in writing. Thank you.

58:03

Good afternoon, again, I trust you can hear me. Yes, good afternoon, just to briefly give the overview, as advised by Mr. Philpott. Within the environmental impact assessment, the route proposal is assessed in accordance with an agreed methodology which seeks to make sure that we understand the proper heritage considerations and that includes impact on the stick buildings but also on their settings, my colleague who undertook that assessment and ourselves liaise with each other as appropriate. But I would say that the the SLR scheme is is properly informed by that work. That does go right back to the earliest stages, which my colleague will address in relation to the route alignment, when these matters were also considered and in the widest sense, the route alignment, both its horizontal and its vertical alignment is a really important part of Route selection and route design. supplemented inevitably by consideration of planting, bonding and embankments and the like. So, I think the suggestion is that we provide some supplementary information or sudden clarity on these points as appropriate. Thank you.

59:32

Thank you very much. And then finally I was going to ask Mr. Rhoades to deal with the question why was reserved chosen over root who was the fourth of Mr. Bacon's points. Thank you.

59:54

JOHN Rhodes for the applicant. We touched on this briefly yesterday. Although Mr. Bacon may not have been Joining the meeting yesterday. And, of course, there's a lot of information before the

examination about this issue. But the brief history is that route W is what used to be called route D two, it goes back to the 1980s. And was historically proposed, but has been assessed on a number of occasions now, probably at least five or six reviews of the appropriate review of the appropriate route choice. And interesting to look back at that and history of that even the county Council's review in 2014 concluded that route w would have a greater impact in landscape and other terms, then routes which parallel or immediately bypass the B 1122. So, the various reviews are looked at a range of issues, and particularly landscape invites, but also heritage and yesterday, I confirmed the examining authority that we would respond in writing to these hearings to confirm the heritage assessments that have been undertaken and how that had formed. Part of the route choice assessment, but certainly on heritage and landscape grounds. Route Zed, or the SLR was the preferred route that emerged from each of those reviews. But it also is the most relevant and appropriate route for us to propose. It may be that the county council and others think that different routes could achieve different purposes. And I think that's been part of the discussion. And part of the support that we've seen remains for route w or other routes, but because our purpose is associated to the development of the power station and partly to serve the power station, and also to mitigate its impact, rather than achieve other transportation benefits. So particular impact everybody's aware of is the impact on the BLM 22. And by definition of route which parallels the BLM 22 is going to be the most effective bypass for it, and in the way in which we've designed the Middleton link, as well as the opportunity to also relieve traffic in Oxford. So we think there are significant benefits that flow from the SLR or route Zed selection compared to other routes. But in the written response to this hearing on the written record, following this hearing will confirm the references to that. But those are the principal reasons for selection. Thank you, Mr. Rhodes. Thank you.

1:02:33

Thank you, Madam, that so that is by way of a summary response to the summary of points that Mr. Bacon outlined in his representation.

1:02:44

This fell, but I think the one point I wasn't clear on the response to was Mr. Bacon's in relation to a different design a belief of the round about the new road linkage that would require, in your suggestion, Mr. Bacon, reduce land take, don't if you could just repeat that point, Mr. Bacon, and then we'll see if that the applicant can cover that in more detail.

1:03:14

Yeah, thank you. Okay, there's a few contradicting arts going on. So this point is about linking the BLM 25 which is the road from glide through to saboten where the current BLM 25 joins on BLM 22 so it's our the that, that the all SNC traffic should be discouraged from using the 1125 as I said, it's a dangerous road, it's heavily constrained to those villages, which payments close to the road, etc, etc. The with the Miss road smoliga went along, talk about relief, the ruzek relieving the Oxford through the bee 1125 taking some of that weight of traffic through to the SLR. Yeah, earlier Mr. Cotton talked about the, the his modelling suggesting that there would be no more traffic using the BLM 25. Our firm view is that by linking that BLM 25 to the SLR, you inevitably will encourage traffic to cut through from drive through that narrow route straight onto the onto the SLR and cut through two sides of rather than taking the main a 12 down to the Oxford and the new relief road up through the prescribed arterial route to

sighs Well, I don't understand the point that that it would encourage if they're suggesting that no more traffic would use the BLM 25 Why not leave the V 1125 linked to be 1122 which allows local communities to continue operating normally and avoid the need to cross turn right onto etc The SLR it lets Let's see things go up. So yeah, that's that's my point, which I still don't have an answer. All right, thank you. I just wanted to clarify that with you. Mister fill pot.

1:05:09

Yes, thank you, madam. Mr. cottman has heard that and he will come on now to respond to it.

1:05:23

Good afternoon again. Thank you for that further clarification, I want to two points to cover I guess, the in respective discouraging traffic down the BLM and 25 is something that was also highlighted at the traffic and transport hearings. There is a signage strategy that will be that has been developed and will be placing construction phase signage at key locations throughout the network to encourage subsea traffic to remain on the arterial routes. Of course, the HTV routes are fixed onto onto the a 12. And so it's not an issue in relation to the B 1125. But for all sides, we'll see traffic there will be yellow backed construction face signage to discourage traffic from for example, travelling down the B 1125. The the link to from the V 1125. But honestly the size of the link road from from from our modelling does not make the B 1125. A more attractive route for size or C traffic or for background traffic. But what I was saying was that what it what it will do by removing that link is make b 1125 traffic that is already on the B 1125. And projected to to grow in the future more attractive to travel then through saboten. And so as a result does not relieve Everton in the same way as the application proposals. Applicants proposals.

1:07:16

Do. Thank you. Right, Mr. Bacon? I don't I don't want to go back into on this too much. Mr. Bacon. If you have one last.

1:07:37

Clarify there was Mr. Rosen suggested that reset was a good option because the B 1125 could then relieve traffic from the Oxford. So yeah, just be clear on that. Thank you. All right. Thank you. Right, Mr. Mr. Philpott? Well, um,

1:07:59

well, I'm not sure that we we can take that much further. We've probably exhausted our our useful discussion at that point. So unless there's anything specific you'd like us to come back on our

1:08:13

specific point was the one that I made earlier in. I hope you've now got an answer to that response to that. Thank you. Thank you.

1:08:22

Right, thank you, Mr. Bacon. So if you could turn your camera off now, Mr. Bacon, and I will move on. So now we have Pinsent Mason on behalf of NDA and Magnox. And can I just check that you're representing both those parties and if they're giving a joint submission?

1:08:53

Good afternoon madam. Can you see me first of all, I can see and hear you. Thank you. Thank you. My name is Richard Griffis, a partner of a law firm Pinsent Masons. And I can confirm that I'm representing both the nuclear decommissioning authority and Magnox limited and these all submissions are made on behalf of both parties. Thank you. Right if you'd like to begin, thank you. Before setting out the NDA and Magnox's position, we thought it would be useful to assist the examination to briefly summarise the respective roles and responsibilities of the NDA and Magnox, so that there is clear understanding of the essential nature of the interests and their legal responsibilities. The nuclear decommissioning authority is a statutory Corporation established by the Energy Act 2004. And the NDA is responsible for ensuring that the UK legacy nuclear sites are decommissioned and cleaned up safely, securely, cost effectively, and in a manner that protects people and the environment. The NDA's principal function now Established by designating directions made by the Secretary of State, pursuant to section three of the Energy Act 2004 is to secure the decommissioning and cleaning up of these sites and installations for which it has been designated responsibility. On the third of December 2004, the Secretary of State for their name department, Trade and Industry, made the size while a directions and the size will lay directions give the NDA statutory responsibility for the decommissioning and cleaning up of the site while a nuclear site the geographical extent of which is defined in schedule one and Annex A to those directions and we appended those directions to our joint representation that's been given an examination Library Reference rep two hyphen 410. Those directions came into force on the first of April 2005. decommissioning activities at the size where they nuclear sites are carried out on behalf of the NDA by the site tenants Magnox limited, which is a wholly owned subsidiary of the NDA in accordance with detailed lease and contractual arrangements with the NDA. Magnox is also the holder of the nuclear site licence for the size where a nuclear site was granted pursuant to nuclear installations act 1965, which is regulated by the Office for nuclear regulation which are used by its abbreviation the O nr. So whilst the NDA and Magnox are currently actively engaged and have been throughout in discussions with the applicants, there remains areas of disagreement between the parties, which means that at this point, the NDA and Magnox must maintain their objection to the granting of the of the development consent order in its current form. There are three principal areas that I wish to raise with the examining authority. The first area relates to two plots MDS, forward slash 05, forward slash series six and MDs forward slash 054 slash o seven, the freehold of which is owned by the NDA and Magnox as the lessee. Both these plots are located within the boundary of the area defined by the Secretary of State as the principal nuclear site plans of the size relay directions. These plots are also located within the boundary of the nuclear site licence held by Magnox. As the NDA and Magnox have repeatedly stated in their representations and to the applicants. These plots should be removed from the book of reference, and therefore from article 26, and article 13. Whilst we note the restrictions that the applicant has inserted article 26 to a, and is proposing in the protective provisions that we are currently negotiating with the applicant, we consider that these restrictions only serve to demonstrate why the examining authority cannot recommend and why the secretary state cannot approve the inclusion of these plots in the remit of the compulsory acquisition articles. This is because in our view, the inclusion or plots that form part of the sites where a principal nuclear site onto the site when a nuclear site directions and which are within the boundary of the nuclear site licence is fairly inconsistent with functions and responsibilities that are given to the NDA through the directions, and also with the strict regulatory regime established by the nuclear installations act of 1965.

1:13:33

For example, as land which is licenced these two plots form part of Magnox his overall safety case for the site while a nuclear site, which is required as part of its licenced arrangements for the purposes of demonstrating to the owner that it is competent to hold a nuclear site licence and to main effect maintain effective security and safety at the site. It would therefore, in our opinion, be wrong for the provisions of this DCA, to be seen to be applying pressure on the NDA and Magnox to agree to transfer these plots or to the removal of any rights or imposition of restrictions over these plots by virtue of their inclusion in the book of reference, and by reference to not unreasonably withholding greement, which is currently in the wording in the draft but had two provisions that we're currently negotiating. To do so word, as I've said be wholly inconsistent with the complex regulatory regime that the nuclear site licence establishes in respect of these two plots. The nuclear installations act 1965 and section four provides for the Office of provides for the owner to grant a nuclear site licence with conditions under licence condition. Three of Magnox is nuclear site licence. There was a requirement for pre arrangements to be in place with the owner that categorises land dealings. The basic point being that the owner needs to be satisfied that Magnox has at all times the necessary legal and practical arrangements in place to carry out And comply with responsibilities under the nuclear site licence and to maintain and operate the site in a safe and secure manner in compliance with its licence conditions. Any land dealings over plots MDS Oh 506 and MDs Oh 507. From the transfer of the freehold to overriding of easements to the imposition of restrictive covenants have the potential to result in Magnox, not being able to carry out and comply with its responsibilities under its nuclear site licence. This would clearly also have implications for the NDA his ability to discharge its statutory duties file arrangements with Magnox causally no land dealings involving the transfer of land plots that are within the boundary of the nuclear site licence. Whether voluntary or compulsorily can be done without discussions with a third party. The O nr. These discussions with the owner would be for example, to request at the plots in question to be removed from the nucleus site licence area. However, to do that, Magnox would need to demonstrate that the owner to the owner that it has fulfilled its duties over the plots in question and no longer requires them to fulfil its duties on the remainder of the nuclear site licence area would of course also need to shout to the owner that has demonstrated district requirements in the nuclear installations act 1965 relating to DC licencing of the land. If the land was then to be D licenced and transferred, the NDA will then need to request that the Secretary of State amends the nuclear site directions besides well a remove the plots from the designated area of the principal nuclear site. plots MDS Oh 506 and oh 507 are needed by Magnox for the safe and secure decommissioning of sites while a when these plots can be released from their role, and from the nuclear site licence area and designated directions can only be determined by the NDA Magnox, both of which in conjunction with the owner and the Secretary of State, it cannot be forced through or pressurised through this development consent order. Now, an NDA and Magnox, as has been referred to in the statements of common ground are currently in voluntary negotiations not with the applicants, but with EDF energy nuclear generation limited, which is the operator of size will be nuclear sites over the transfer of these two plots, and at these plots will then subsequently be used for the purposes of relocating certain sizewell b facilities. In this context, the NDA Magnox are not wholly clear why these plots are also included within the applicants ca proposals, if in fact the plots are to be transferred to and then utilised by the operator of size will be as opposed to the applicants in this hearing. In both these scenarios, whether the land is required by either the applicant or the operator size will be enough

nonetheless remains the overwhelmingly clear preference of both the NDA Magnox to pursue this transaction on a voluntary basis without undue pressure from compulsory acquisition provisions in the decio which are for the benefit of a party who is not in the voluntary discussions with the NDA or Magnox.

1:18:12

This is so that the NDA magnets can put in place all necessary contractual arrangements with the applicant to ensure that the relevant regulatory approvals are sought and obtained in appropriate manner and at the appropriate time having regard to the NDA and Magnox industry duties. The safe and secure decommissioning of sites where a secretary of state is then given an adequate time to properly consider the possible modification of the NDA statutory functions and responsibilities at the nuclear site. And all parties are clear on their respective environmental liabilities and obligations. Given these restrictions imposed upon Magnox through the nuclear site licence conditions and the framework of the NDA responsibilities, the applicant has put wording into the draft protective provisions that we're negotiating with them. That further restricts the applicant from exercising the compulsory acquisition powers over these plots, unless the designating directions have been modified or revoked, and the nuclear site licence has been surrendered or revoked by the DNR. However, whilst we welcome this word in the protective provisions, this drafting simply demonstrates our points around the complexities associated with including plots MDS, oh 506 and oh 507 in the DCA, and highlights that they should not be included at all. Indeed, I asked the question, what is the compelling case in the public interest in compulsory acquiring these plots, or compulsory acquiring rights over these plots or imposing restrictions over them? When the use the powers are restricted by reference to the actions of third parties, and it would seem that the beneficiary of the Paris is the operator of Sizewell B, and not the applicants the collusion of these plots in Article 26 Some 30 unfairly and unreasonably places the onus on the NDA and Magnox, when it should be the applicants respecting the fact that these plots are strictly controlled by the nuclear licencing regime, which has at its heart, the need to ensure that the size will a nuclear site remain safe and secure at all times. The nuclear licencing regime should override the applicant's desire to compulsory acquire these plots, the public interest test is not met in respect of compulsory acquiring them. Rather the public interest resides in a timely, safe and secure decommissioning of size. Well, a we consider the only reason why the applicant has inserted the restrictive drafting in the decio and in the protective provisions is because it is trying to prevent the triggering of Section 151 of the Planning Act 2008. We specify that a DCA may not include provision, the effective which is to exclude or modify the application of any provision of the nuclear installations act 1965. However, we consider that irrespective of Article 26, and the draft protect provisions, which of course are still not agreed between us, we consider that section 151 is engaged for the reasons that I've explained in this or summary. Furthermore, we consider it a dangerous precedent for dcaa to include the compulsory acquisition of nuclear site licence land regardless, regardless of any attempted restrictions. So in summary of this first point, the NDA magnets do consider not to consider that there is a compelling case in the public interest has been demonstrated by the applicant regarding Oh 506 and oh 507 given first of all the complex, complex negotiations that need to take place to identify when the plots are no longer required by NDA Magnox to, to enable them to fulfil their responsibilities, that timing depends wholly on the delivery of their decommissioning programme. Second, and de Magnox, they need to demonstrate to the satisfaction of the owner and the Secretary state that the plots can be removed from the nuclear site licence and the designation directions respectively, without impacting on

safety. And third, only once those things have happened could a transfer take place, causing me the NDA and Magnox objected the inclusion of these plots from the book reference and ask them to be removed on the basis that the compelling case has not been demonstrated. And there is no certainty that section 151 is not engaged. The second area, if I may move on, it relates to plots MDS. oh 4090 410 oh 50205030504050805090 513 and, oh 601. Now these blocks are all outside the principal nuclear site under the nuclear site directions and are outside the Magnox nuclear site licence area. The NDA is a category one person respectful these plots was Magnox as a category one person in respect to plot MDS. Oh 502 only.

1:23:13

Now, the NDA Magnox our content for these plots to remain within the book of reference and subject to Article 26. One, but only on the basis that article 26 to a remains in the DCA protected provisions for the benefit of the NDA Magnox are incorporated into the DCA that are in a satisfactory form to NDA Magnox. This restriction and the protection from the protective provisions are necessary. As some of these plots was outside the designated area and the nuclear site licence area are still important to enable the fulfilment of their duties, principally those of Magnox under the licencing arrangements. For example, Magnox needs to ensure, particularly in respect of those plots that have bought the nuclear licence area, that it still retains the necessary rights of access and egress to and from the licence site at all times. Indeed, to demonstrate demonstrating and controlling access and egress to the nuclear site licence area is a fundamental component of the nuclear site licence arrangements, and therefore it is important that the DCR has on its face. The restriction of Article six to a, which is then supplemented by the perfect protective provisions ensure this condition of the nuclear site licence can be met at all times. Our third and final area relates to the applicant's ability under Article 26 one and an article 30 to extinguish or override rights of the NDA and Magnox. Now present the draft DSU revision seven provides no protection to the NDA Magnox and as a result, the NDA Magnox object to the draft decio in its current form, Article six to be restricts the use of Article 26 one and article 32 extinguish or override rights overlap. identified in shedule 15, but only in respect of those rights which relate to the operation of sizewell b power station that does not protect the NDA and Magnox. The statement of common grounds submitted by the applicant at deadline five examination reference, our EP five hyphen 100 refers to an article 26 to see in the order, which is designed to like create the clue to the applicant from compulsorily acquiring any rights held by NDA Magnox in the plots listed. Now, the addition of this article is welcome, and indeed is required given the neath the NDA Magnox to demonstrate to the owner that they can fulfil their duties. However, the article has not appeared in the two revisions to the DCA, since that statement of common ground was submitted. And so we still have not seen the wording of that article, despite it being referred to in that statement of common ground. And so we have no choice but to reserve our position on this point, in terms of seeing the proposed wording submitted to and accepted by the examination. In addition to the hopefully, new article 26 to see the nta and Magnox acquire the additional protections being discussed in the protective provisions, the latest draft of which we only received first thing this morning. So those are still in under negotiations. Was it appear that yet because it's willing to restrict itself in respect of the use of Article 2614 and article 30 to extinguish your override rights over land identified in sheduled 15. As I said, we have not seen that drafting that's been promised to us. And so our objection unfortunately has to remain in that regard. Madam, that's those were our submissions this afternoon.

1:26:45

Thank you, Mr. Griffis. Perhaps I could just ask in relation to the first topic that you covered, which was plots MDS oh five and oh six, and then oh, five and oh seven. In terms of the timing of the decommissioning obligations? How long is it anticipated that this that those plots are going to be needed by NDA and Magnox? And I think you mentioned also that you were negotiating in any events or transfer of them. So is that an indication that the need for them is coming towards its conclusion?

1:27:28

The just one, the latter point, the negotiation regarding a potential transfer is in is not with the applicant. That's where the operator

1:27:37

is.

1:27:39

In respect to the timing. I think it's probably appropriate if I may, to ask water wafers of Magnox to come in and answer that question as they have the ultimate responsibility of the decommissioning programme at Sizewell A. So if I can ask Mr wafer to appear that would be appreciated.

1:28:02

Thank you. Good afternoon. Good afternoon. So, the decommissioning is timetable for about 50 to 80 years, that area is likely to be used for waste handling plants lay down areas, contract cabins offices, or any such strategy is still evolving, and different phases do place different clients on the site, there is a window of opportunity with size will be to sell this land to facilitate the current developments, simply because we can transfer it to an existing licensee. And therefore we can achieve the purposes of the Energy Act, which is to reuse the land. And therefore by passing it to an existing licensee, we pass the liability across to someone who is already responsible under the regulations for the purposes of reuse and benefit. And that's a small window of opportunity. And if that doesn't deal doesn't come to fruition in the short term, then we will pull out of it and we will revert to using it for our own purposes because the site is rather constrained. And space is a premium. So it is acknowledging that there are national interests to assisting in with this sale, but at the same time it does place constraints on us. And so therefore, if it's not successful in the short term, we will pull out of the sale and revert to using it solely for decommissioning operations. Thank you, Mr. Wei for that that clarifications useful. I think my other point was I understood what you said in relation to statute and section 151. br in terms of the actual drafting of the practical effective provisions. You outlined your in principle objection, but in terms of the detail and the specifics of them. Is that Is there much outstanding in that respect?

1:30:00

It regarding the protection provisions. Yes. The we received the latest draft this morning. We've had a look through them. And we are moving closer to agreement on this. And I think it's fair to say I'm confident that they can be agreed, hopefully between the parties before the end of the examination. So you won't have them. Hopefully, then well, I think in our all submissions will attach the the NDA and Magnox preferred version of the protected provisions to say you start sending thoughts you can see them. But it does protect provisions does not they do not remove basic points. That the despite the

attempt, the the applicant is attempting, through the drafting of tech provisions, that states that they cannot propose to require. The only composite car wants the designated directions have been modified or revoked, and the nuclear site licence has been surrendered by Magnox or revoked that's in our views is highlighting the point that this is very complex land it is strictly governed by the nuclear site licencing regimes. And given that the ADA magnets have their statutory responsibilities, that land is included in the nuclear site licence for a reason, if they can't has been explained by Mr. Wilford have when the opportunity to transfer it and convert and then demonstrate that to the Secretary state and the DNR that it can then well, then it would either remain in the UK site licence in that respect because of the size of the operator. But if it's some, if it doesn't go to another operator, then we have to revoke the licence. And the timing of that is out of our control, we have to seek third party consent to that. And the only by including these cttc ca powers in the order, in our views highlight the it goes against the protection that's afforded to this land by the nuclear installations at 9065. And the timing, and we should not be under that pressure to reach agreement by it being referenced in the order. Rather, it should be done through the voluntary means, through discussions between parties, you have statutory duties for the safe and secure decommissioning of the site, and then discussion to the DNR and mark and the Secretary state, and only then can it then be transferred to the applicant. Alright, so the provisions don't protect patients do not remove, despite data restrictions and protect provisions, they do not remove our overarching point that the plots within a nuclear site licence boundary should not be included in the CIA powers. So that's an in principle objection that will be maintained regardless, that will be regardless of the way we reach and protect provisions. That will be an imprint projection, regardless.

1:32:48

Thank you. Thank you. Right. If I could hear from Mr. Phillpotts In response, please. The he may be muted, Mr. Phil part.

1:33:01

But I did click on it, but it didn't. It didn't work. I hope now you can hear me. Thank you. Yes, I'm going to try and keep this reasonably succinct. For two broad reasons, first of all, because my understanding of the applicant's position is consistent with what Mr. Griffiths has said about the progress in agreeing protective provisions, that that is that good progress is being made. There's no reason to believe that protective provisions won't ultimately be agreed. And our view is that once those protective provisions are in place, then the concerns that are raised by Magnox and the MDA will effectively be addressed by them. Now, the second and related reason why I'm going to keep this reasonably brief, is of course, at the moment. You don't have and therefore, there's not much point in talking to you about the draft protective provisions. So you can see what's on the face of the order at the moment. I'll come to that in a moment. But what you can't see, and therefore I'm reluctant to address in detail is what the protective provisions will do. And indeed what they can do, because we will have our view about what should be on the protective provisions. Hopefully that will be agreed that insofar as more might be required, then they can be presented to you in the form of alternative forms of drafting with comments on that. So I I like if I can And to deal with matters at a relatively high level. With that in mind, because the protections that are built into the decio at the moment, principally, principally through article 26, are intended to protect Magnox and the MDA so that effectively, their interests in the land cannot be acquired. without their consent effectively, they were anticipating that their interests would not be taken. But of course, any other interests which might exist in the land, which are not interested Magnox in MDA, but other

potential interests that might exist over the land would be cleansed effectively from the title. So it's not the intention, the substantive intention that the order will take or purport to take the interests of Magnox and the MDA, we suspect that the protective provisions will certainly can actively overcome the need for what's in Article 26. But ultimately, if there are differences of view about that we can discuss them with magnets and the MDA and if necessary, drafting can be retained or amended to deal with it. But provided that it is clear that the order does not authorise the sort of interference with magnets and the NDA is interests that would give rise to the concerns that are identified them, we don't consider that there is any in principle reason why those interest should not be identified in the book of reference. And indeed, we we don't accept that, in those circumstances, subject to what's in the protective revisions and or what's already in Article 26. That there is any legal basis for saying that section 151 of the Planning Act is infringed. What section 151 A prevents, is a DCA including provision, the effect of which is to exclude or modify the application of any provision of the nuclear installations at 9065. Now, I listened to Mr. Griffis but I confess at the moment, we're not persuaded that provided that the interests of Magnox and NDA are protected either by Article 26 to and or safeguards that could be included in the protective provisions, which

1:38:04

provisions or which provisional provisions of that act would be excluded or modified. In effect, control would rest ultimately with Magnox and the MDA and the acquisition of that land would be by negotiation. That's certainly the intention, as you've heard from Mr. Griffis negotiations are taking place between sizewell B and Magnox mdda in order to seek to acquire the land. But it's also relevant in this respect to note that the form in which the relevant works are included in the development consent order. You'll recall this is of course, the relocation of sizewell B. and facilities from the sizewell c land onto other land in order to make way for sizewell C, is included in two different forms within the order, reflecting the fact that if the agreement is not ultimately concluded, it will be necessary to undertake those works in a way that doesn't require the use of the Magnox NDA land all which is consistent with essentially a common understanding of what needs to be avoided. Now, the different there may be differences between the parties in terms of the drafting the protective provisions, but as I've indicated, I don't believe at the moment based on what I've been told that those are incapable of being overcome it insofar as it is said that there is any need for ongoing needs in the light of those protective provisions for additional protection to be included within article 26 are either reflecting what's already in Article 60, or some modification to it. That's a drafting point that can be discussed between the parties once a protective provisions have been completed. And if it's necessary to have something else beyond the protective provisions on the face of the order, either that will be agreed with or if not, it can be dealt with by means of alternative forms of words and written submissions on it. But in summary, for those reasons, we don't accept that there should be an in principle reason for objecting to the inclusion of the the first series of plots that Mr. Griffis referred to provided that there is appropriate protection on the face of the order that ensures that there is no interference with the proper interests of Magnox and the NDA NDA, the essential nature of which is not controversial. And the other matters are, as I understand it, all, essentially, within the scope of the discussion of the protective provisions. And I suggest that the appropriate thing to do there is to allow the productive discussion on the protective provisions to reach its conclusion, insofar as anything then remains, we can deal with that by written exchange. So by making those points and trying to deal with it in a relatively succinct way, I don't see to take away from the importance of the interest of may not and the MDA. And because essentially, I said that's not really

controversial ground, the only thing that seems to be controversial, is whether there is any obstacle to including the relevant plots in the first open Mr. Griffiths headings within the order, provided that there is clarity on the face of the order as to the constraints that apply in respect to most of magnets in the MDA.

1:42:23

I've just checked in but I don't believe there's anything else that I can usefully add at this stage. I as I said, I'm keen to keep it at a relatively high level at the moment, because I don't want to either get into the negotiation of the protective provisions before you want to jump the gun. And when we don't have the protective provisions in front of us in the examination, which would I hope clarify such as users may remain.

1:42:51

Thank you, Miss Philpott. Mr. Griffiths? Was there anything that you wanted to briefly come back on?

1:43:03

Thank you, madam. Just on the it's not just the protective provisions, we are still waiting for drafting on article 26. That has been referenced in the state of common ground that was submitted to the zoning authority deadline five. And so we're still waiting for drafting to enable us to progress, the wording of Article 26. It's been promised to us. So we look forward to receiving that hopefully in short order. So we can move that forward. And then just my other points. I have nothing to add really to the all submissions. But I think it's clear that the only reason why these plots are in the application is to cleanse the title. And that's is that really a compelling case for these plots that are they're governed by the nuclear site licence regime, and which the NDA Magnox have their responsibilities for an A which they have to demonstrate to the Secretary state and oh, and are about some the safety of the decommissioning having the ability to capacity acquire that even with the various restrictions that are being attempted to be proposed on the order by the applicant. We would argue that's not a compelling case in the public interest. And the compelling case the public interest is to enable these plots to be at the right time, which cannot be governed by the applicants but must only be done by NDA Magnox to be transferred at the right time to enable the safe and secure decommissioning of Sizewell A. I have nothing more to add, Madam, you points. And so any further submissions we can make in writing alongside the protective provisions? Thank you.

1:44:42

And if I can just very briefly reply to the point about compelling case. You'll be familiar with the use of compulsory acquisition in circumstances where for example, there is agreement, voluntary agreement between the known landowner and the acquiring authority in order to ensure that nothing comes out of the woodwork as it as it were at a later date, which could frustrate the project. And I would suggest there is no in principle difficulty with establishing a compelling case for avoiding that outcome. It's a common approach, bearing in mind the implications, if that were to happen, the potential frustration of the implementation of works associated with the operation of an ongoing nuclear power station. Sighs well be the construction of a new nuclear power station. Sighs well see, I suggest there's no difficulty with establishing a compelling case in that respect. But against that what Mr. Griffiths says are well, there's a compelling case for essentially ensuring that there is no interference with the

decommissioning. But as I've said, that simply not affected provided that is clear on the face of the order that nothing that is authorised could do that. And that is a common objective. And provided that the drafting is clear. And provided that it is clear that it achieves that objective, then I say that that point loses any substance. But coming back to the essential submission I make, one needs to see the protective provisions and have an opportunity to consider their drafting and effect in order to make a proper judgement about that. And I'm keen not to jump the gun by trying to get you engaged in the detail of it before you've got those before you.

1:47:00

Thank you, Mr. fell apart. Right. And thank you for Mr. Griffis for presenting the case for your clients. Thank you.

1:47:10

So

1:47:13

moving on. Now I had a message to the effect that Simon mother no longer wish to make any representations to this hearing. There's also there are no sexual mourner to a category three parties. And in addition, Network Rail no longer wish to make representations. So there are no representations from statutory undertakers. So I wanted to check. Then, finally, the next agenda item 11. Any other matters relevant to the agenda?

1:48:11

That and we don't have any just for the sake of clarity. There's nothing more that we wish to raise. Thank you.

1:48:17

Thank you. Thank you for that. And I don't see any hands up. So just before I close the hearing, let me remind you that any post hearing submissions, including written summaries of the cases you've made orally at this hearing, should be submitted at deadlines seven, that's Friday, the third of September. So if there are no other matters that anyone wishes to raise, I shall now close the compulsory acquisition hearing. Thank you all very much for your attendance and participation. So the hearing is now closed. And that's 1540