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3 February 2021

**Application by East Anglia One North Limited for the East Anglia ONE North Offshore Wind Farm Development Consent Order.**

**Application by East Anglia TWO Limited for the East Anglia TWO Offshore Wind Farm Development Consent Order.**

#### **DEADLINE 5 RESPONSE**

Dear Sirs,

This letter contains the Deadline 5 response in respect of both of the above proposals from EDF Energy Nuclear Generation Limited ("**NGL**"). NGL is the owner and operator of the nearby Sizewell B nuclear power station ("**SZB**").

This deadline 5 submission is further to our relevant representation dated 27 January 2020, our responses to the Examining Authority's written questions dated 2 November 2020, our deadline 2 submission dated 17 November 2020, and our deadline 4 submission dated 13 January 2021.

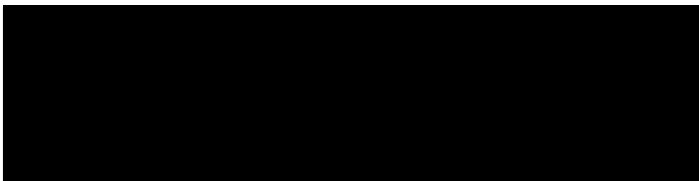
For the reasons that we outline in our deadline 4 submission, NGL is seeking that the enclosed protective provisions are included in the DCO.

NGL provided the Promoters with this draft of the protective provisions in December. NGL welcomes the Promoters confirmation at ISH6 that a form of protective provisions will be included on the face of the Order for NGL's benefit. NGL awaits comments back from the Promoters on the enclosed draft and is seeking to reach agreement with the Promoters at the earliest opportunity and ahead of close of examination. The insurance and security wording is being discussed commercially.

NGL is also seeking a number of amendments to requirements 13, 16, 22 and 28 to ensure that NGL is consulted in respect of the final landfall construction method statement (in respect of Works Nos. 6), the final access management plan (in respect of Works Nos. 10, 11 and 15), the final Sizewell Gap construction method statement, and the final construction traffic management plan (in respect of Works Nos. 10, 11 and 15). The amendments that are being sought are enclosed hereto.

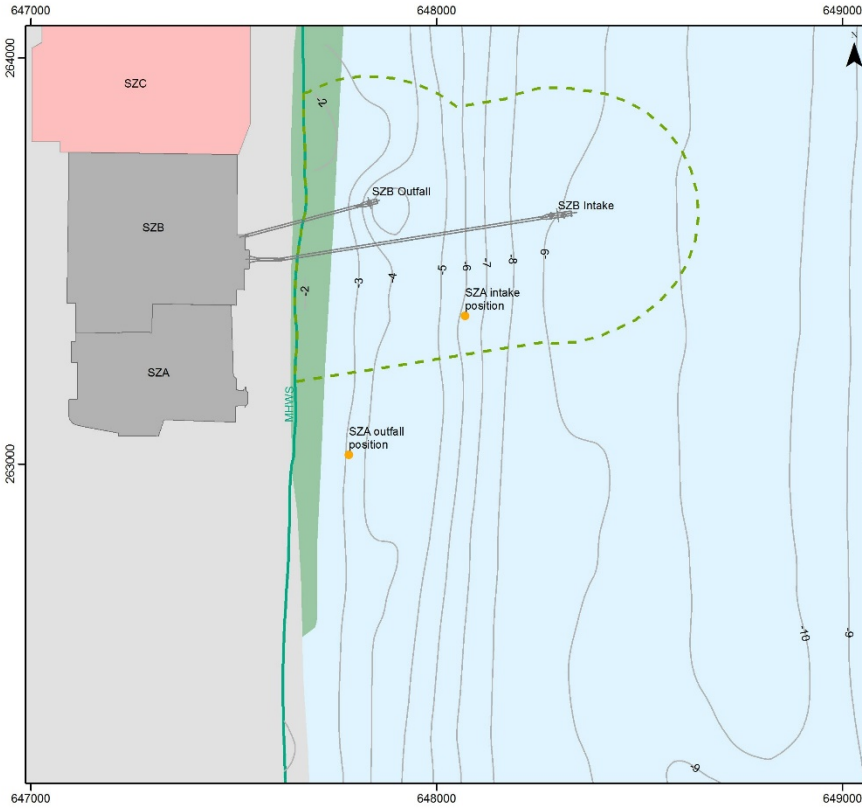
NGL will provide the Examining Authority with a further update at ISH9.

Yours faithfully,



Robert Gunn  
Station Director





Extent of 300m buffer zone around  
**SZB cooling infrastructure**  
 - - - 300m buffer SZB cooling infrastructure

Coordinate System: British National Grid  
 Date Saved: 17/12/2020  
 Reference Scale: 1:10,000 @A4  
 Drawn By: RH - Cefas  
 Drawing Number: MS0359A  
 © 2020 EDF Energy plc  
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 Not to be used for Navigation.  
 Contains OS data © Crown copyright  
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# SCHEDULE 10

## PROTECTIVE PROVISIONS

### PART [X]

#### FOR THE PROTECTION OF EDF ENERGY

#### **Application**

1. For the protection of EDF Energy the following provisions of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and EDF Energy.

#### **Interpretation**

2. In this Part of this Schedule—

“acceptable insurance” means [ ]<sup>b</sup>;

“acceptable security” means [ ];

“EDF Energy” means EDF Energy (UK) Limited (company number 02622406) and any group company of EDF Energy (UK) Limited which holds property and is a licensed holder for any of the purposes under section 6 of the Electricity Act 1989 at Sizewell, and for the purposes of this definition “group company” means any company which is a company within the meaning of section 42 of the Landlord and Tenant Act 1954 including EDF Energy Nuclear Generation Limited (company number 03076445) but excluding NNB Generation Company (SZC) Ltd (company number 09284825);

“HDD punch out” means [ ];

“utility apparatus” includes water mains, pipes, electricity or telecommunication cables, or other apparatus belonging to or maintained by a statutory undertaker.

#### **Interaction at Sizewell Gap**

3.—(1) Prior to carrying out any of Work Nos.10, 11 and 15, the undertaker shall carry out surveys to establish the location of all utility apparatus within these areas and shall submit to and secure approval from EDF Energy of the details of the proposed method and timescale for working within the areas of those Works and of the Sizewell Gap construction method statement (such approval not to be unreasonably withheld or delayed) and thereafter the undertaker shall implement the authorised project in full accordance with such approved details.

—(2) In the event of any damage to any utility apparatus within the area of the Works. Nos. 10, 11 and 15, the undertaker shall immediately inform EDF Energy and shall use best endeavours to secure the repair of any damage within 24 hours.

#### **Quality of Sizewell B cooling water intake**

4.—(1) Save for urgent reasons of vessel safety which mean there is insufficient time to comply with this sub-paragraph, in which case the undertaker shall use its reasonable endeavours to contact EDF Energy immediately to inform of non-compliance by a mechanism previously agreed in writing with EDF Energy, all operations carried out by the undertaker west of 01° 38' 55.478" E and north of 52° 11' 15.619" N as shown on drawing GWF 890 R3 Rev3 (BEEMS-MS0357A) shall only be undertaken within periods of flood tide and +/- 1 hour adjoining slack high and slack low water periods.

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<sup>b</sup> “Acceptable insurance” and “acceptable security” wording to be agreed commercially.

(2) Sub-paragraph (1) applies unless EDF Energy otherwise agrees in writing either a modification of the procedure described above or an alternative protective measure and that alternative method is shown to be of no greater risk to the Sizewell B intake and its function (such agreement not to be unreasonably withheld or delayed).

(3) Sub-paragraph (1) does not apply to vessels in transit.

#### **Buffer zone for Sizewell B offshore infrastructure**

5. —(1) No part of the works for the authorised project shall take place using vessels allied with those works within a buffer zone extending 300 metres from the Sizewell B cooling water intake and outfall and associated seabed culverts (as shown on drawing MS0359A) nor shall any anchor be placed within or chains or cables laid across that buffer zone during the course of such works unless the undertaker obtains the prior approval of EDF Energy (not to be unreasonably withheld or delayed) to the placement of such anchor or chains or cables within the buffer zone.

(2) The relevant centre point positions for the 300 metre buffer zone are—

(a) SZB cooling water intake—

WGS84 lat long: 52° 12' 53.086" N, 01° 38' 00.049" E;

(b) the associated subseabed culvert runs from that position through MHWS at—

WGS84 lat long: 52° 12' 50.742" N, 01° 37' 24.643" E;

(c) SZB cooling water outfall—

WGS84 lat long: 52° 12' 54.965" N, 01° 37' 35.792" E;

(d) the associated subseabed culvert runs from that position through MHWS at—

WGS84 lat long: 52° 12' 53.399" N, 01° 37' 24.647" E.

#### **Coralline Crag**

6.— (1) Prior to carrying out Works No.6, the undertaker shall carry out geophysical surveys to confirm the current extent of the Coralline Crag formation and shall provide the results of such surveys to EDF Energy on completion.

(2) The HDD punch out shall be to south of the Coralline Crag in the indicative area shown hatched blue on plan EA1N-EA2-DEV-DRG-IBR-001232. The HDD punch out shall not be within 100 metres of the extent of the Coralline Crag which is establish following the geophysical surveys referred to in sub-paragraph (1).

#### **Acquisition of land**

7. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or rights or impose restrictive covenants over the land belonging to EDF Energy and may not appropriate, acquire, extinguish, interfere with or override any easement and/or other rights or interests of EDF Energy otherwise than by agreement.

#### **Indemnity**

8. — (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, operation or maintenance of the authorised project, or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out the authorised project, any damage is caused to any apparatus or property of EDF Energy, or there

is any interruption in any service provided, or in the supply of any goods, by or to EDF Energy, or EDF Energy becomes liable to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by EDF Energy in making good such damage or restoring the supply;

(b) indemnify EDF Energy for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs incurred by, paid by, or recovered from EDF Energy by reason or in consequence of any such damage or interruption or EDF Energy becoming liable to any third party as aforesaid other than arising from any default of EDF Energy; and

(c) indemnify EDF Energy for any contractual liability of EDF Energy in respect of indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, to the extent such liability was not reasonably foreseeable at the time of the relevant works referred to in sub-paragraph (1).

(2) The fact that any act or thing may have been done by EDF Energy on behalf of the undertaker or in accordance with a plan approved by EDF Energy or in accordance with any requirement of EDF Energy or under its supervision does not (subject to subparagraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of EDF Energy its officers, servants, contractors or agents.

(4) EDF Energy must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made, unless payment is required in connection with a statutory compensation scheme, without be made without first consulting the undertaker and considering their representations.

(5) [Placeholder for acceptable insurance and acceptable security wording].

### **Arbitration**

9. Any difference or dispute arising between EDF Energy and the undertaker must, unless otherwise agreed in writing between EDF Energy and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

**EA1N AND EA2**  
**AMENDMENTS TO REQUIREMENTS SOUGHT BY NGL<sup>1</sup>**

**1. REQUIREMENT 13**

**Landfall construction method statement**

13- (1) No part of Works Nos. 6 or 8 may commence until a method statement for the construction of that part of Work No. 6 or Work No. 8 (which accords with the outline landfall construction method statement **and which has been consulted on with EDF Energy in respect of Works No. 6**) has been submitted to and approved by the relevant planning authority.

13- (2) The method statement referred to in paragraph (1) must be implemented as approved.

**2. REQUIREMENT 16**

**Highway accesses**

16.-(1) Construction of any access must not begin until written details (which accord with the outline access management plan **and which has been consulted on with EDF Energy in respect of Works Nos. 10, 11 and 15**) of the siting, design, layout and access management measures for any new, permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) The highway accesses must be constructed or altered and the works described in paragraph (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

**3. REQUIREMENT 22**

**Code of construction practice**

22-(1) No stage of the onshore works may commence until for that stage a code of construction practice (which must accord with the outline code of construction practice **and which has been consulted on with EDF Energy in respect of the Sizewell Gap construction method statement**) has been submitted to and approved by the relevant planning authority.

-(2) The code of construction practice must include –

- (a) a surface water and drainage management plan;
- (b) a flood management plan;
- (c) a construction phase noise and vibration management plan;
- (d) a site waste management plan;
- (e) a soil management plan include method statements for soil handling;
- (f) an air quality management plan;
- (g) a materials management plan;

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<sup>1</sup> The amendments that are being sought are shown in red.

- (h) a pollution prevention and response plan including a groundwater protection method statement and construction method statements for the protection of onshore water;
  - (i) a stakeholder communications plan;
  - (j) an artificial light emissions management plan;
  - (k) a watercourse crossing method statement (which accords with the outline watercourse crossing method statement); and
  - (l) a Sizewell Gap construction method statement (which must accord with the outline Sizewell Gap construction method statement).
- (3) The code of construction practice approved in relation to the relevant stage of the onshore works must be followed in relation to that stage of the onshore works.

#### 4. **REQUIREMENT 28**

##### **Traffic**

28.-(1) No stage of the onshore works may commence until for that stage the following have been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority -

- (a) a construction traffic management plan which must be in accordance with the outline construction traffic management plan **and which has been consulted on with EDF Energy in respect of Works Nos. 10, 11 and 15**; and
- (b) a travel plan which must be in accordance with the outline travel plan.