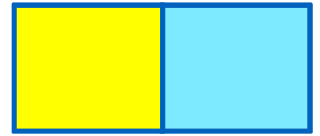




SCOTTISHPOWER
RENEWABLES



East Anglia ONE North and East Anglia TWO Offshore Windfarms

Statement of Common Ground

Nuclear Decommissioning Authority
and Magnox Ltd

Applicants: East Anglia ONE North Limited and East Anglia TWO Limited

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Applicable to **East Anglia ONE North** and **East Anglia TWO**



Revision Summary				
Rev	Date	Prepared by	Checked by	Approved by
01	15-03-21	Brian McGrellis	Ian Mackay	Richard Morris

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Description of Revisions			
Rev	Page	Section	Description
01	n/a	n/a	Final SoCG

Rev	Page	Section	Description
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Glossary of Acronyms

DCO	Development Consent Order
NDA	Nuclear Decommissioning Authority
SoCG	Statement of Common Ground



Glossary of Terminology

Applicants	East Anglia TWO Limited / East Anglia ONE North Limited
East Anglia ONE North project	The proposed project consisting of up to 67 wind turbines, up to four offshore electrical platforms, up to one construction, operation and maintenance platform, inter-array cables, platform link cables, up to one operational meteorological mast, up to two offshore export cables, fibre optic cables, landfall infrastructure, onshore cables and ducts, onshore substation, and National Grid infrastructure.
East Anglia TWO project	The proposed project consisting of up to 75 wind turbines, up to four offshore electrical platforms, up to one construction, operation and maintenance platform, inter-array cables, platform link cables, up to one operational meteorological mast, up to two offshore export cables, fibre optic cables, landfall infrastructure, onshore cables and ducts, onshore substation, and National Grid infrastructure.
Sizewell A Site	The Sizewell A site in relation to which Magnox Ltd is responsible (as nuclear site licence holder) is owned freehold by NDA and leased to Magnox Ltd. and includes the land owned by NDA Properties Limited and land over which NDA Properties Limited has rights.



1 Introduction

1.1 Background

1. This Statement of Common Ground (SoCG) has been prepared by East Anglia TWO Limited, East Anglia ONE North Limited (the Applicants), the Nuclear Decommissioning Authority (NDA) and Magnox Ltd (Magnox) in relation to the East Anglia TWO project and the East Anglia ONE North project (the Projects). It identifies areas of the East Anglia TWO Development Consent Order application and the East Anglia ONE North Development Consent Order application (together the Applications) where matters are agreed or not agreed between the parties.
2. The Applicants have had regard to the guidance for the examination of applications for development consent (Department for Communities and Local Government, 2015) when compiling this SoCG.
3. This SoCG has been structured to reflect topics of the Applications which are of interest to the NDA and Magnox. Topic specific matters agreed, not agreed and actions to resolve matters between the Applicants and the NDA/Magnox are included within this SoCG.
4. **Table 3** presented below represents the SoCG with the Applicants, the NDA and Magnox in respect of the following topics:
 - Nuclear Safety and Security;
 - Draft Development Consent Orders (DCO) for each of the Projects; and
 - Other matters.
5. The matters considered within this SoCG apply only to the NDA's and Magnox's remit as the legal entities responsible for the "Sizewell A Site" *.
6. The NDA is a non-departmental public body created through the Energy Act 2004 and owns the freehold to the Sizewell A site which is in turn leased to Magnox Ltd. Its subsidiary, NDA Properties Limited, owns the foreshore land adjacent to the site. The NDA is responsible for:
 - Decommissioning and cleaning up certain nuclear facilities;

* The "Sizewell A Site" is the extent of the Sizewell A licenced nuclear site for which Magnox Ltd is responsible. It is noted that the NDA/NDA Properties Limited's land ownership extends beyond the Sizewell A Site.



- Ensuring that all waste products, both radioactive and non-radioactive, are safely managed;
 - Implementing policy on the long-term management of nuclear waste;
 - Developing a United Kingdom wide strategy and plans for nuclear low level waste; and
 - Scrutinising the decommissioning plans of EDF Energy, who own the operating fleet of advanced gas cooled reactor nuclear power stations.
7. Magnox is a wholly owned subsidiary of NDA and is responsible for ensuring that their activities at the Sizewell A Site are carried out:
- Safely, securely and predictably, with due regard for the environment;
 - To the satisfaction of the Nuclear Decommissioning Authority; and
 - In the long-term interests of the organisation (Magnox), its employees, the local communities and its supply chain partners.
8. Magnox is licensed under the Nuclear Installations Act 1965 as the legal entity responsible for the Sizewell A Site. The Sizewell A Site is located on a 14 hectare site, the centre of which is located approximately 0.8km from the Projects' Order limits at the closest point[†]. Electricity generation at the Sizewell A Site ceased in 2006 and defuelling of the reactors was completed in 2014. The Sizewell A Site is currently in the "Care and Maintenance Preparations" phase of its decommissioning process which is due to be completed in 2027, at which point it will enter the "Care and Maintenance" phase which is scheduled to be completed in 2098.
9. Throughout the SoCG the phrase "Agreed" identifies any point of agreement between the Applicants, the NDA and Magnox. The phrase "Not Agreed" identifies any point that is not yet agreed between the Applicants, the NDA and Magnox.
10. Matters that are Not Agreed will be the subject of ongoing discussion between the Applicants, the NDA and Magnox to reach agreement on each matter wherever possible, or refine the extent of disagreement between parties. The notes column of the SoCG tables provides commentary on these matters.

[†] Approximate distance from Work No. 10.



11. This document is applicable to both the Applications, and therefore is endorsed with the yellow and blue icon used to identify materially identical documentation in accordance with the Examining Authority's procedural decisions on document management of 23rd December 2019 (PD-004). Whilst this document has been submitted to both Examinations, if it is read for one project submission there is no need to read it for the other project submission.

1.2 The Development

12. The key offshore components of each of the Projects will comprise:
- Offshore wind turbines and their associated foundations;
 - Offshore platforms - up to four offshore electrical platforms and their associated foundations supporting some of the windfarm's electrical equipment, and up to one construction, operation and maintenance platform and associated foundations that may cater for personnel and activities required during the construction phase and operation and maintenance of the windfarm;
 - Sub-sea cables between the wind turbines and offshore electrical platforms (inter-array), between separate offshore platforms (platform link cables) and between offshore electrical platforms and the landfall (export cables);
 - Scour protection around foundations and on inter-array, platform link and export sub-sea cables as required; and
 - Potential for one meteorological mast and its associated foundations for monitoring wind speeds during the operational phase of the windfarm.
13. The key onshore components of each of the Projects will comprise:
- The landfall site with up to two transition bays to connect the onshore and offshore cables;
 - Up to six onshore cables, up to two fibre optic cables and up to two distributed temperature sensing cables installed underground (some or all of which may be installed in ducts) and associated jointing bays installed underground;
 - Onshore substation; and
 - Electrical cable connection between the onshore substation and National Grid substation.



14. National Grid infrastructure will also be required to connect each project to the national electricity grid. Key components of the National Grid infrastructure which is common to both Projects will comprise:
- National Grid substation;
 - Cable sealing end compounds and a cable sealing end (with circuit breaker) compound; and
 - Realignment of the existing overhead lines; including the reconstruction or replacement of up to three existing overhead pylons in proximity to the National Grid substation and the addition of up to one new pylon in close proximity to existing overhead pylons.

1.3 Summary of Agreed, Not Agreed and Outstanding Matters

15. **Table 1** provides a summary of the matters agreed, not agreed and those which are outstanding between the Applicants, the NDA and Magnox for each of the relevant SoCG topics areas.

Table 1 Summary of Agreed, Not Agreed and Outstanding Matters

Topic	Summary
Nuclear safety and security	All matters are agreed between the Applicants, Magnox Ltd and the NDA.
DCO	All matters are agreed between the Applicants, Magnox Ltd and the NDA.
Other matters	All matters are agreed between the Applicants, Magnox Ltd and the NDA.



2 Statement of Common Ground

16. A summary of the consultation undertaken by the Applicants with the NDA and Magnox in preparation of this SoCG and the matters agreed or not agreed between the Applicants, the NDA and Magnox are set out below for each of the SoCG topic areas.

2.1 Nuclear Safety and Security

17. Chapter 6 of each **Environmental Statement** (APP-054) presents a description of the Projects and the **Works Plans (Onshore)** (REP7-005) present the onshore geographic extent of the Projects. Each of the Applications includes a **draft DCO** (REP7-006) which provides the draft legislation granting development consent for the Projects.
18. **Table 2** provides an overview of consultation undertaken by the Applicants with the NDA and Magnox regarding the East Anglia TWO and East Anglia ONE North projects and their draft DCOs. Further details on the stakeholder engagement process can be found in the **Consultation Report** (APP-029).

Table 2 Summary of consultation with the NDA and Magnox regarding this SoCG

Date	Contact Type	Topic
12 th August 2020	Meeting	SoCG meeting with Magnox
3 rd September 2020	Meeting	SoCG meeting with the NDA and Magnox

19. **Table 3** presents the matters agreed or not agreed in relation to nuclear safety and security, the draft DCO and other matters.



Table 3 Nuclear Safety and Security

ID	Topic	Statement	East Anglia TWO Limited Position	East Anglia ONE North Limited Position	NDA Position	Magnox Ltd Position	Notes
Nuclear Safety and Security							
MAG-001	Interaction with the Sizewell A Site	As shown on Figure 1, there are no direct onshore or offshore interactions between the Projects' Order limits and the Sizewell A Site.	Agreed	Agreed	Agreed	Agreed	None
MAG-002	Interaction with the Sizewell A Site	The Projects have no impact on the Sizewell A Site's nuclear site licence held by Magnox or activities undertaken or managed by Magnox or the NDA within the Sizewell A Site (including at the Sizewell A Site's cooling water infrastructure).	Agreed	Agreed	Agreed	Agreed	None
Draft Development Consent Order							
MAG-003	Interaction with the Sizewell A Site	There are no matters within the Projects' draft DCO (REP7-006) of direct relevance to Magnox or NDA.	Agreed	Agreed	Agreed	Agreed	It is noted that the Applicants are not seeking development rights or compulsory acquisition rights over the Sizewell A Site (onshore or offshore).



ID	Topic	Statement	East Anglia TWO Limited Position	East Anglia ONE North Limited Position	NDA Position	Magnox Ltd Position	Notes
MAG-004	Requirement 22	<p>Requirement 22 of the draft DCO (REP7-006) requires production of a 'Sizewell Gap Construction Method Statement' (which accords with the 'Outline Sizewell Gap Construction Method Statement' (REP1-041) and which will require approval by the relevant planning authority.</p> <p>The Outline Sizewell Gap Construction Method Statement (REP1-041) presents sufficient details on the nature of the works to be undertaken on Sizewell Gap for this stage of the Projects.</p> <p>In considering the Sizewell Gap Construction Method Statement (REP3-012) for approval, it is expected that the relevant planning authority will have regard to all users of Sizewell Gap, including the need to access the Sizewell A Site in the event of an emergency or other critical incident.</p>	Agreed	Agreed	Agreed	Agreed	The Applicants will update the Outline Sizewell Gap Construction Method Statement (REP1-041) at Deadline 8 noting the need for access to the Sizewell A Site via Sizewell Gap in the event of an emergency or other critical incident.
MAG-005	Requirement 16	The wording of Requirement 16 (highway accesses) of the draft DCO (REP7-006) which requires written	Agreed	Agreed	Agreed	Agreed	Requirement 16 applies to the construction of accesses off Sizewell Gap (amongst


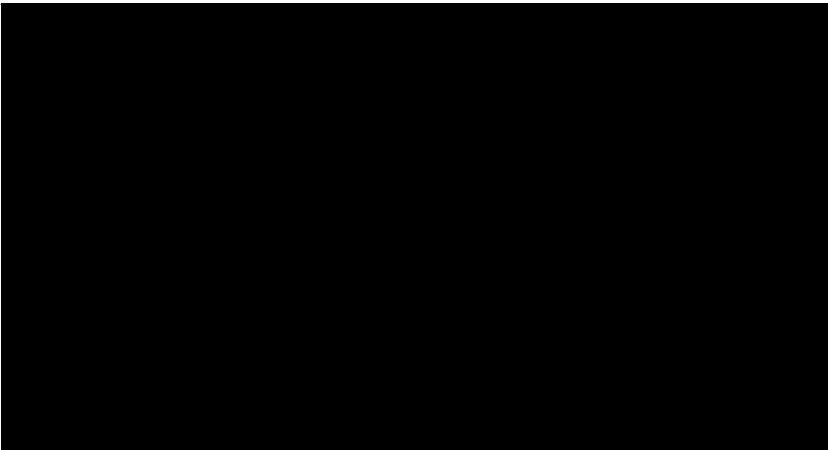
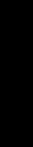
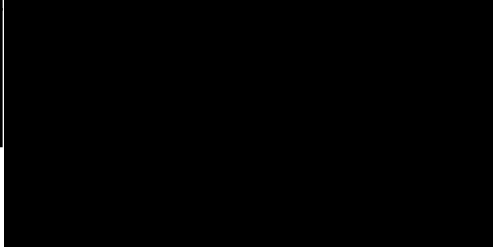





ID	Topic	Statement	East Anglia TWO Limited Position	East Anglia ONE North Limited Position	NDA Position	Magnox Ltd Position	Notes
		details of the specification and management of vehicular access to highways, is acceptable and adequate.					others) and requires the siting, design, layout and any access management measures to be submitted to and approved by the relevant highway authority in consultation with the relevant highway authority.
Other Matters as Required							
MAG-006	Working Together	<p>The Applicants, NDA and Magnox will engage regularly with each other during construction of the Projects to ensure that NDA and Magnox are aware of the Projects' construction programme and the Applicants are aware of any significant works scheduled at the Sizewell A Site, in particular with regard to works at Sizewell Gap.</p> <p>This recognises that it is in the interests of the Applicants, Magnox and the NDA as well as the wider community that all projects be coordinated as far as reasonably practicable.</p>	Agreed	Agreed	Agreed	Agreed	It is noted that Sizewell Gap is the sole access to the Sizewell A Site.



3 Signatures

20. The above Statement of Common Ground is agreed between East Anglia TWO Limited, East Anglia ONE North Limited, the Nuclear Decommissioning Authority and Magnox Ltd on the day specified below.

Signed:		
Print Name:		
Job Title:		
Date:		
Duly authorised for and on behalf of the Nuclear Decommissioning Authority		
Signed :		
Print Name:		
Job Title:		<u>Chief Financial Officer</u>
Date:		
Duly authorised for and on behalf of Magnox Ltd		
Signed:		
Print Name:		
Job Title:		Senior Project Manager
Date:		25th March 2021
Duly authorised for and on behalf of East Anglia TWO Limited		



Signed:



Print Name:



Job Title:

Senior Project Manager

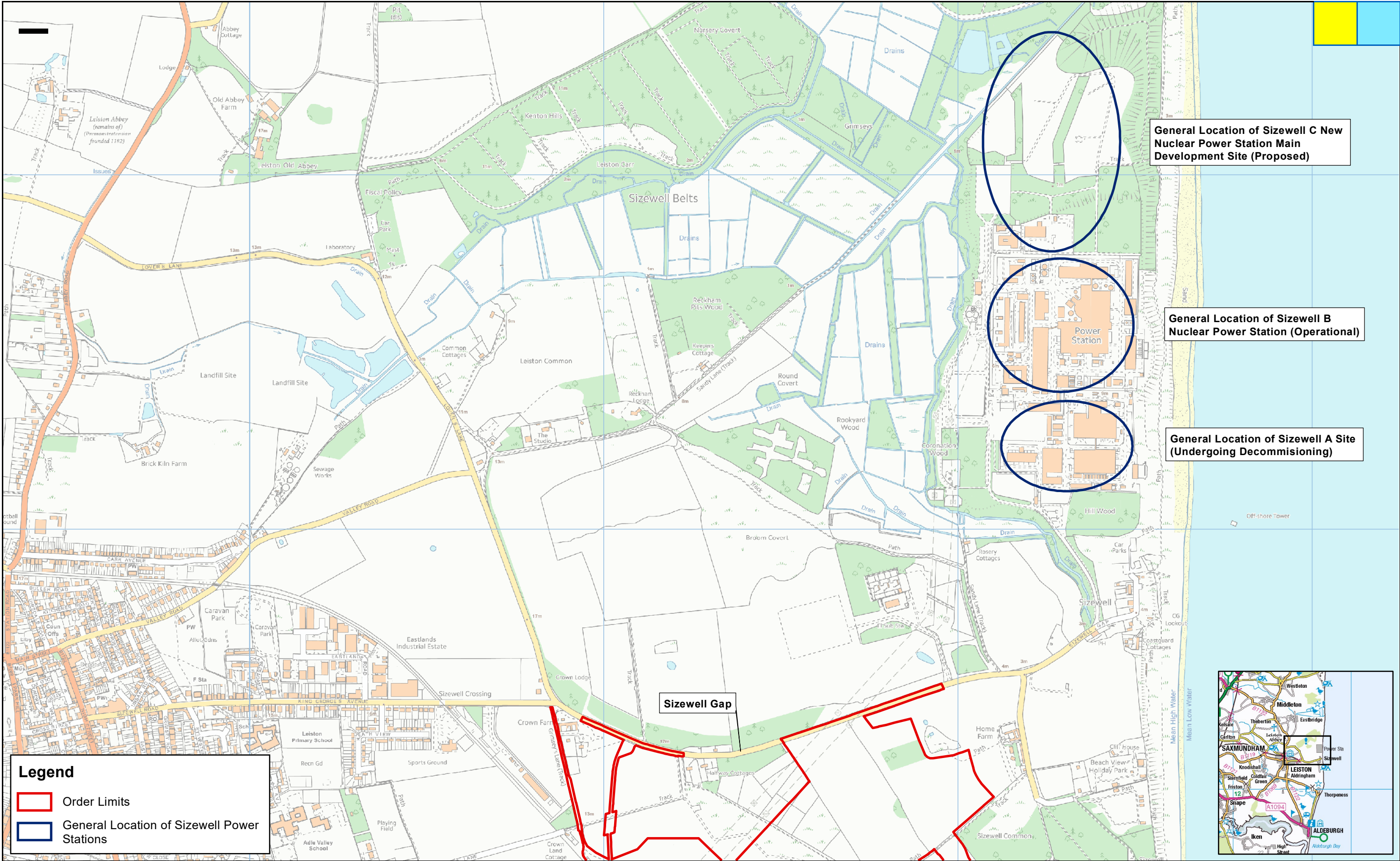
Date:



25th March 2021

Duly authorised for and on behalf of **East Anglia ONE North Limited**



Appendix A: Figure 1



	3	16/03/21	AB	Third Issue.			1:10,000		East Anglia ONE North and East Anglia TWO	General Location of Sizewell Power Stations	Drg No	EA1N-EA2-DEV-DRG-IBR-001186		
	2	15/03/21	AB	Second Issue.	Prepared:	AB	Scale @ A3				Rev	3	Coordinate System: BNG Datum: OSGB36	
	1	28/10/20	AB	First Issue.	Checked:	BD	<small>Source: © Crown copyright and database rights 2020. Ordnance Survey 0100031673. This map has been produced to the latest known information at the time of issue, and has been produced for your information only. Please consult with the SPR Onshore GIS team to ensure the content is still current before using the information contained on this map. To the fullest extent permitted by law, we accept no responsibility or liability (whether in contract, tort (including negligence) or otherwise in respect of any errors or omissions in the information contained in the map and shall not be liable for any loss, damage or expense caused by such errors or omissions.</small>							
	Rev	Date	By	Comment	Approved:	FM					Date	16/03/21		
												Figure	1	