

From: [AL-KHAYAT Tamara](#)
To: [Wylfa Newydd](#)
Cc: [GRIFFITHS Richard](#); [FREEMAN Michael](#); [BESSELL Jan](#)
Subject: Wylfa Newydd Nuclear Power Station DCO Ref EN010007 - NDA Written Representation [PM-AC.FID3721628]
Date: 04 December 2018 21:11:41
Attachments: [Wylfa B DCO - FINAL NDA Written Representation.pdf](#)

Dear Sirs

On behalf of the Nuclear Decommissioning Authority, please see attached the Written Representation in relation to the Wylfa Newydd Nuclear Power Station Development Consent Order.

Please confirm receipt of this email.

Kind regards

Tamara

Tamara Al-Khayat
Solicitor
for Pinsent Masons LLP

D: [+44 20 7490 6206](#) M: [+44 7917 266 428](#) I: [816206](#)

Tamara.Al-Khayat@pinsentmasons.com
[www.pinsentmasons.com](#) [www.Out-Law.com](#)

Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

IMPORTANT NOTICE: This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the jurisdictions in which it operates. Its registered office is at 30 Crown Place, London EC2A 4ES.

Reference to 'Pinsent Masons' is to the international legal practice of Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word 'partner', used in relation to Pinsent Masons, refers to a member of Pinsent Masons or an employee or consultant with equivalent standing. A list of members of Pinsent Masons LLP, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at [www.pinsentmasons.com](#)

The contents of this e-mail and any attachments are confidential to the intended recipient. It may also be legally privileged. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with Pinsent Masons nor service effected on Pinsent Masons by email. Emails are not secure and may contain viruses. Pinsent Masons may monitor traffic data.

For information about how we use your personal data at Pinsent Masons, including your rights, please see our [privacy policy](#).

Further information about us is available at [www.pinsentmasons.com](#)

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

-OFFICIAL-

WRITTEN REPRESENTATION OF NUCLEAR DECOMMISSIONING AUTHORITY

1. EXECUTIVE SUMMARY

- 1.1 The Nuclear Decommissioning Authority ("NDA") is a statutory corporation established by the Energy Act 2004. On 3 December 2004, the Secretary of State for Trade and Industry made Directions to the NDA in respect of the existing Wylfa Nuclear Site (the "Wylfa Directions"), the effect of which is to give the NDA statutory responsibility for the decommissioning and cleaning-up of the existing Wylfa nuclear site (the "Wylfa A Nuclear Site")¹.
- 1.2 Decommissioning activities at the Wylfa A Nuclear Site are carried out on behalf of the NDA by the site tenant, Magnox Limited ("Magnox"), in accordance with detailed lease and contractual arrangements with the NDA. Magnox is also the holder of the nuclear site licence for the Wylfa A Nuclear Site, granted pursuant to the Nuclear Installations Act 1965.
- 1.3 The Wylfa A Nuclear Site is adjacent to the location of the proposed Wylfa Newydd Nuclear Generating Station.
- 1.4 The NDA is both a Category 1 and Category 2 person in respect of a significant number of plots of land identified in the Applicant's Book of Reference, and in respect of which the Applicant is seeking either the acquisition of all interests and rights or the extinguishment and discharge of all private rights. The NDA has, in advance of Deadline 2, submitted to the Examining Authority a request to be registered as an Interested Party, on the basis that it is an Affected Person.
- 1.5 The NDA is broadly supportive of the Applicant's proposals in respect of the Wylfa Newydd Nuclear Generating Station. The NDA has for some time been proactively involved in discussions with the Applicant regarding the land and regulatory position that currently exists in respect of the Wylfa A Nuclear Site and the surrounding land, in order to help shape the Applicant's land acquisition strategy and to ensure that appropriate land interests can be secured by voluntary agreement with the NDA wherever possible. These discussions have not yet concluded, but as at Deadline 2 (4 December 2018) the NDA confirms the following:
 - 1.5.1 The Applicant's proposals in respect of compulsory acquisition of the NDA's land, interests and rights do not accurately or satisfactorily reflect the voluntary basis upon which discussions between the NDA, Magnox and the Applicant have been proceeding;
 - 1.5.2 The NDA does not agree with the Applicant's proposals to compulsorily acquire any land, or interests and rights in land, that is within the boundary of the nuclear site licence, held by Magnox, for the Wylfa A Nuclear Site. The NDA is of the view that the compulsory acquisition of any such land would be wholly inconsistent with the purpose of the regulatory regime established by the nuclear site licence and the Nuclear Installations Act 1965, and that as such it would not be in the public interest. The NDA also notes in this context section 151(a) of the Planning Act 2008 which expressly prohibits a Development Consent Order from excluding or modifying the application of the Nuclear Installations Act 1965;

¹ The Wylfa Directions came into force on 1 April 2005

-OFFICIAL-

- 1.5.3 The NDA does not agree with the Applicant's proposals to compulsorily acquire any land, or any interests or rights in land, that is land for which the NDA has responsibility for decommissioning and cleaning-up in accordance with the Energy Act 2004 and the Wylfa Directions;
 - 1.5.4 The NDA has not had any commercial discussion with the Applicant in respect of a number of land plots where the Applicant is seeking the extinguishment of discharge of the NDA's rights;
 - 1.5.5 The NDA is unclear as to whether the Applicant's intention is to exclude the NDA's land from the application of Class 4 rights. If this is the case, the NDA is of the view that this should be clearly reflected in the draft Development Consent Order (Article 29 (*private rights*)); and
 - 1.5.6 The NDA has specific concerns regarding the Applicant's proposals to stop-up the public highway between points S3/4 and X3/43 as shown on the Sheet 3 of the Rights of Way, Extinguishment and Stopping-up for Construction Plans (Revision 1, May 2018), as this highway is used as the principal means of access to, and egress from, the Wylfa A Nuclear Site. The NDA is of the view that this proposal has significant implications not only for existing transport movements associated with the Wylfa A Nuclear Site, but also for the emergency preparedness arrangements which are currently in place for the Wylfa A Nuclear Site, as well as for any future alternative uses to which the NDA may wish to put its retained land following all decommissioning and site closure activity at the Wylfa A Nuclear Site.
- 1.6 On the basis of the above, the NDA is not yet satisfied that the Wylfa Newydd Nuclear Generating Station can be constructed and operated in accordance with the Applicant's application proposals in a manner which adequately ensures the safe, secure and environmentally sound decommissioning of the Wylfa A Nuclear Site.
 - 1.7 The NDA is in on-going discussions with the Applicant in respect of a Statement of Common Ground.
 - 1.8 The NDA is of the view that, although it is not a statutory undertaker, Protective Provisions should be included in the draft Development Consent Order in order to preserve and protect the NDA's ability to effectively carry out its statutory functions and responsibilities.
 - 1.9 The NDA will be working with Magnox to ensure a common position, where possible.
 - 1.10 The NDA confirms that it intends to attend the Compulsory Acquisition Hearings, listed for 4 and 5 March 2019.
2. **NUCLEAR DECOMMISSIONING AUTHORITY**
 - 2.1 The NDA is a statutory corporation established by the Energy Act 2004². The NDA is responsible for ensuring that the UK's legacy nuclear sites are decommissioned and cleaned-up safely, securely, cost-effectively and in a manner that protects people and the environment.
 - 2.2 The NDA's principal function, as established by Designating Directions made by the Secretary of State pursuant to section 3 of the Energy Act 2004, is to secure the decommissioning and cleaning-up of those nuclear sites and installations for which it has designated responsibility.

² The NDA's sponsoring Government Department is HM Department for Business, Energy and Industrial Strategy

-OFFICIAL-

- 2.3 On 3 December 2004, the Secretary of State for Trade and Industry made the Wylfa Directions. The Wylfa Directions (a copy of which is included at **Appendix 1** to this Written Representation) give the NDA statutory responsibility for the decommissioning and cleaning-up of the Wylfa A Nuclear Site, the geographical extent of which is more particularly defined in Schedule 1 and Annex A to the Wylfa Directions.
- 2.4 Decommissioning activities at the Wylfa A Nuclear Site are carried out on behalf of the NDA by the site tenant, Magnox, in accordance with detailed lease and contractual arrangements with the NDA. Magnox is also the holder of the nuclear site licence for the Wylfa A Nuclear Site, granted pursuant to the Nuclear Installations Act 1965.

3. NATURE OF NDA LAND AND INTERESTS AFFECTED

- 3.1 The NDA is both a Category 1 and Category 2 person in respect of a significant number of plots of land identified in the Applicant's Book of Reference and has, in advance of Deadline 2, submitted to the Examining Authority a request to be registered as an Interested Party, on the basis that it is an Affected Person.
- 3.2 The NDA has for some time been proactively involved in discussions with the Applicant regarding the land and regulatory position that currently exists in respect of the Wylfa A Nuclear Site and the surrounding land, in order to help shape the Applicant's land acquisition strategy and to ensure that appropriate land interests can be secured by voluntary agreement with the NDA wherever possible.
- 3.3 The NDA notes that the Applicant is seeking the following powers over land in respect of which the NDA is a Category 1 or Category 2 person:
 - 3.3.1 *Class 1 – acquisition of all interests and rights in the land;*
 - 3.3.2 *Class 2 – acquisition of rights by the creation of new rights or the imposition of restrictive covenants;*
 - 3.3.3 *Class 3 – temporary possession;*
 - 3.3.4 *Class 4 – extinguishment or discharge of all private rights and restrictive covenants.*

Class 1 and Class 2, and Interaction with Nuclear Site Licence and Wylfa Directions

- 3.4 The NDA is of the view that the Applicant's proposals in respect of obtaining Class 1 and Class 2 powers over the NDA's land do not in all circumstances accurately or satisfactorily reflect the voluntary basis upon which discussions between the NDA, the Applicant and Magnox have been proceeding.
- 3.5 In this context, the NDA notes in particular that certain plots of the NDA's land over which the Applicant is seeking Class 1 and Class 2 powers are situated within:
 - 3.5.1 the boundary of the nuclear site licence for the Wylfa A Nuclear Site, for which Magnox has regulatory responsibility as the nuclear site licensee; and
 - 3.5.2 the designated boundary of the Wylfa A Nuclear Site, for which the NDA has statutory responsibility for decommissioning and cleaning-up in accordance with the Energy Act 2004 and the Wylfa Directions,notably, plots 67, 69, 72 (part thereof), 76 (part thereof), 89, 93 and 94.
- 3.6 The NDA does not agree with the Applicant's proposals to obtain Class 1 or Class 2 powers in respect of any land that is within the boundary of the nuclear site licence,

-OFFICIAL-

held by Magnox, for the Wylfa A Nuclear Site. The NDA is of the view that the compulsory acquisition of any such land by the Applicant would be wholly inconsistent with the purpose of the regulatory regime established by the nuclear site licence and the Nuclear Installations Act 1965, and that as such it would not be in the public interest. The NDA also notes in this context section 151(a) of the Planning Act 2008 which expressly prohibits a Development Consent Order from excluding or modifying the application of the Nuclear Installations Act 1965. The NDA further notes the Examining Authority's First Written Question Q4.0.16 in this regard - the NDA will provide further written comments on the Applicant's response to this question, as appropriate, at Deadline 3.

- 3.7 The NDA does not agree with the Applicant's proposals to obtain Class 1 or Class 2 powers in respect of any land for which the NDA has statutory responsibility for decommissioning and cleaning-up in accordance with the Energy Act 2004 and the Wylfa Directions.
- 3.8 Accordingly, all plots that fall within paragraphs 3.5.1 and 3.5.2 above should be removed from Part 5 of the draft Development Consent Order.
- 3.9 In addition, the acquisition of the freehold in respect of plots 72 (part thereof), 74, 76, 79, 81, 83 and 85, does not reflect voluntary discussions that have been held, where the Applicant has agreed that it does not require the freehold, but rather the granting of rights would be sufficient. Accordingly, there is an alternative to the acquisition of the freehold which the Applicant is content with. There is no justification therefore for the freehold to be acquired. This is without prejudice to the NDA's general position that the Development Consent Order should exclude NDA land all together.
- 3.10 The NDA has further specific concerns regarding the Applicant's proposals to secure Class 1 powers in respect of plot 179 for the purposes of stopping-up the public highway between points S3/4 and X3/43 as shown on the Sheet 3 of the Rights of Way, Extinguishment and Stopping-up for Construction Plans (Revision 1, May 2018). This highway that is to be stopped-up is currently used as the principal means of access to, and egress from, the Wylfa A Nuclear Site. The NDA is therefore of the view that the proposed acquisition of Class 1 powers over plot 179, and the associated stopping-up of the public highway, have significant implications not only for existing operational transport movements associated with the Wylfa A Nuclear Site, but also for the emergency preparedness arrangements which are currently in place for the Wylfa A Nuclear Site, as well as for any future alternative uses to which the NDA may wish to put its retained land following all decommissioning and site closure activity at the Wylfa A Nuclear Site.
- 3.11 The NDA is in the process of making further diligent enquiry as to how the compulsory acquisition of Class 1 or Class 2 powers may affect more widely the NDA's ability to carry out its statutory functions and responsibilities. However, the NDA is of the view that many of Class 1 and Class 2 land interests or rights required by the Applicant can be secured by voluntary agreement with the NDA, and should therefore be excluded from Part 5 of the draft Development Consent Order. The NDA notes in this context that the consent of the Office for Nuclear Regulation may be required in certain circumstances.

Class 3

- 3.12 The NDA is of the view that the Applicant's current proposals in respect of obtaining Class 3 temporary possession of NDA land do not in all circumstances accurately or satisfactorily reflect the voluntary basis upon which discussions between the NDA, the Applicant and Magnox have been proceeding, or indeed have not been discussed in detail.

-OFFICIAL-

- 3.13 The NDA is in the process of making further diligent enquiry as to how the proposed Class 3 temporary possession powers may affect more widely the NDA's ability to carry out its statutory functions and responsibilities. However, the NDA is of the view that many of Class 3 land interests or rights required by the Applicant can be secured by voluntary agreement with the NDA, and should therefore be excluded from Part 5 of the draft Development Consent Order.

Class 4

- 3.14 The NDA is unclear as to whether the Applicant's intention is to exclude the NDA's land from the application of Class 4 rights.
- 3.15 The Table in paragraph 7.4 of Part 1 of the Book of Reference (Revision 2.0, August 2028) appears to indicate that rights and restrictive covenants relating to the NDA are excluded from Class 4 powers. If this is the case, the NDA is of the view that this should be clearly reflected in the draft Development Consent Order (Article 29 (*private rights*)).
- 3.16 The NDA also notes that Article 29 (*private rights*) of the draft Development Consent Order does not follow the more recent drafting of the private rights article in Development Consent Orders. Furthermore, Article 29(2) does not make sense – we assume "are required" in the second line should be "is required" (given it is should be the "land owned by the undertaker" that is required for the purposes of the Order rather than the rights or restrictions to be extinguished) and it is not clear why there is reference to "appropriation of the land" when the land is already owned by the undertaker. The NDA is concerned over the implications of Article 29 and needs to understand the intentions of the Applicant.

4. PROTECTIVE PROVISIONS – SITE CO-OPERATION AND ENVIRONMENTAL

- 4.1 The NDA notes that it is not a "statutory undertaker" (as defined in Part XI of the Town and Country Planning Act 1990) for the purposes of the Planning Act 2008.
- 4.2 The NDA is however both a Category 1 and Category 2 person in respect of a significant number of land plots identified in the Applicant's Book of Reference, and indeed has statutory functions and responsibilities in respect of certain plots of land. As such, the NDA is of the firm view is that it does require Protective Provisions to be included in the draft Development Consent Order for the purposes of preserving and protecting its ability to carry out its statutory functions and responsibilities.
- 4.3 The NDA acknowledges the potential complexities associated with two licensed nuclear installations being situated adjacent to each other, and indeed the potential for operations on one site to compromise the ability of the adjacent site to ensure compliance with regulatory requirements – notably in areas relating to site access, transport, construction activities, and environmental. In this context, the NDA emphasises the need to ensure that the terms of a Co-operation Agreement dated 27 October 2011 (as varied on 8 June 2016) between the NDA, Magnox and the Applicant are complied with in order to avoid a conflict between the Wylfa A Nuclear Site and the Wylfa Newydd Generating Station, and to ensure that the relevant statutory obligations of all parties are not compromised. The proposed compulsory acquisition of any NDA / Magnox land interests or rights must not override the provisions of this Co-operation Agreement, and indeed any future acquisition of land or interests by the Applicant must be conditional upon compliance with it.
- 4.4 At this stage, and on the basis of the Applicant's current proposals, the NDA is not yet satisfied that the Wylfa Newydd Nuclear Generating Station can be constructed and operated in accordance with the Applicant's application proposals in a manner which

-OFFICIAL-

adequately ensures the safe, secure and environmentally sound decommissioning of the Wylfa A Nuclear Site.

- 4.5 The NDA has engaged legal representation in this regard.

5. STATEMENT OF COMMON GROUND

- 5.1 In light of the above, the NDA is in the process of discussing the terms of a Statement of Common Ground with the Applicant. Progress in this regard has unfortunately been delayed by the Applicant's refusal to grant the NDA an undertaking in respect of its legal and planning consultants' fees.

- 5.2 The NDA has provided feedback by email (4 December 2018) to the Applicant on a draft Statement of Common Ground. The NDA has advised that it will provide further drafting to supplement section 1.4 of the draft Statement of Common Ground, relating to the role of the NDA. The NDA has also requested that Table 1.3 in the draft Statement of Common Ground be updated to include the current position in respect of land acquisition (freehold and rights), the extinguishment of private rights, temporary possession of land, and how the necessary interface matters between the Applicant and the NDA will be secured (including environmental liability). These matters will be updated in the next draft of the Statement of Common Ground submitted to the Examining Authority.

**Written Representation of the Nuclear Decommissioning Authority
Submitted to the Examining Authority at Deadline 2, 4 December 2018**

-OFFICIAL-

Appendix 1
Wylfa Directions

ENERGY ACT 2004

Directions to the Nuclear Decommissioning Authority (the NDA) in respect of the Wylfa Nuclear Site

Made under sections 3, 4 and 16 of the Energy Act 2004

WYLFA SITE SUMMARY

This summary is not part of the direction

This summary is only intended to provide background information in respect of the Wylfa Nuclear Site. It sets out the nature of the cleaning-up or decommissioning work that may be carried out on the site. However, subject to Ministerial agreement it is for the NDA, following consultation, to determine what the cleaning-up or decommissioning objectives for the site will be and to describe these objectives in its strategy.

Under the Energy Act 2004 where the NDA has been given a responsibility it can secure that such a responsibility is carried out by others.

Wylfa is the site of an operational Magnox power station. Magnox reactors, named after the magnesium alloy used to make the fuel can containing the uranium fuel, were built in the late 1950s and 1960s and were the first commercial nuclear electricity generating stations in the UK. In accordance with the Site Lifecycle Baseline, Wylfa Power Station, which commenced operation in 1971, is currently planning to continue electricity generation until 2010.

Defuelling is the first major activity following permanent cessation of electricity generation. The used, or spent nuclear fuel is removed from the site and transported to Sellafield for reprocessing. This includes all the fuel in the two reactors as well as the fuel remaining in the cooling ponds at the time of shutdown. In addition to the main activity of fuel removal, other actions are taken during the defuelling period to take out of service systems and plant that are no longer required to remain operational.

Care & Maintenance Preparation, during which there is a significant amount of dismantling, demolition and waste management work, will be able to start before defuelling ends. It is planned that the reactor building and the major plant within it will not be dismantled during this phase, as deferring dismantling will result in a considerable reduction in radioactivity levels.

1. Citation and Interpretation

The Direction may be cited as the NDA Designation of Wylfa.

Words and expressions used in this Direction that are defined in the Energy Act 2004 “the 2004 Act” have the same meaning as in that Act.

For ease of reference the following definitions from the 2004 Act are set out:-

“cleaning-up” and “decommissioning”	in relation to a site or installation, includes— (a) the treatment, storage, transportation and disposal of hazardous material and of other matter and substances that need to be dealt with or removed in or towards making the site or installation suitable to be used for other purposes; and (b) the construction of buildings and other structures to be used in connection with the cleaning-up or decommissioning of the site or installation;
“facility”	includes a business or other undertaking and installations, vehicles or other property comprised in or used for the purposes of a business or other undertaking;
“hazardous material”	means— (a) nuclear matter; (b) radioactive waste; and (c) any other article or substance that has been and remains contaminated (whether radioactively or chemically) as a result (within the meaning of section 36 of the 2004 Act) of nuclear activities;
“installation”	includes buildings, structures and apparatus (whether or not fixed to land);
“NDA facility”	means a facility which— (a) is being or has been used for or in connection with the storage, disposal or treatment of hazardous material; and (b) is a facility for the operation of which the NDA has or has had a responsibility;
“nuclear installation”	means— (a) an installation which is situated in or on a principal nuclear site but is not comprised in an NDA facility;

	(b) pipes, conduits and other apparatus which are not situated in or on a principal nuclear site but are connected to an installation falling within paragraph (a);
“principal nuclear site”	means the whole or a part of a site of any of the following descriptions— (a) a site in respect of which a nuclear site licence is or is required to be in force; (b) a site in respect of which such a licence would be required to be in force if the licensing requirements of the 1965 Act applied to the Crown; (c) a site not falling within paragraph (a) or (b) in or on which there is an NDA facility; (d) a site on which there is an installation used for practical research into the production of energy by the fusion of atomic nuclei; (e) a site which has been a site falling within paragraphs (a) to (d) but which, without being such a site, remains contaminated (whether radioactively or chemically) as a result of nuclear activities carried on while it was such a site or before it became one;
“site”	includes— (a) land within the United Kingdom; (b) an area of territorial waters adjacent to the United Kingdom; (c) the seabed and subsoil in any such area;
“treat”	in relation to any matter or substance, includes processing and reprocessing (including any use as a material in a process for the manufacture of nuclear fuel), and cognate expressions are to be construed accordingly.

The Interpretation Act 1978 shall apply for the interpretation of the Direction as it applies for the interpretation of an enactment, except that words and expressions used in the Direction that are defined in the 2004 Act shall have the same meaning as in the 2004 Act, and where any word or expression is defined in both the Interpretation Act 1978 and the 2004 Act, the meaning attributed to such word or expression in the 2004 Act will prevail.

References in the Direction to paragraphs and Schedules are to paragraphs of and Schedules to the Direction. References to sections are to sections in the 2004 Act.

2. Direction

Under section 3(3) the Secretary of State gives the NDA this Direction for the purposes set out in paragraph 3 below.

3. Designation

- (1) The sites, installations and facilities in column 2 of Schedule 1 and described in column 3 shall be designated to the NDA for the purposes set out in column 4.
- (2) The installations listed in Schedule 2 shall not be decommissioned until the time specified set out in Schedule 2.
- (3) Under section 4 the NDA is given the additional responsibilities set out in Schedule 3.
- (4) The NDA shall comply with the directions set out in Schedule 4.

4. Commencement

- (1) The Direction shall come into force on 1 April 2005.
- (2) This Direction is made on 3 December 2004.

Signed:

On behalf of the Secretary of State for Trade and Industry

SCHEDULE 1**Designated Responsibilities**

No	Site/Installation/Facility	Description	Designation purpose (paragraphs of section 3(1) of the 2004 Act)
1	The Wylfa Nuclear Site (the principal nuclear site)	Land situated near Cemaes Bay in the local government area of the Isle of Anglesey shown outlined in red on drawing referenced PS\NLIC\WYLF\95\02 dated 27/02/96 and entitled "Wylfa Nuclear Site Licence Area", Nuclear Site Licence Number 58A - Annex "A" ¹	(c) the cleaning-up of the principal nuclear site ²
2	Reactor Plant & Building and associated electricity generating installations	Electricity generation	(a) operation pending decommissioning
3	Fuel Route Plant & Buildings	Fuel transfer system, dry storage cells, flask handling and dispatch used in fuel management associated with operational refuelling and defuelling	(d) operation for the treatment, storage and transport of hazardous material
4	Miscellaneous Contaminated Plant & Buildings	Plant and buildings including but not limited to: active waste treatment systems, active drains, active laboratories, laundries etc	(d) operation for treatment, transport and disposal of hazardous material
5	Waste Management Facilities	Processing, storage, transport and disposal of waste	(d) operation for treatment, storage, transport and disposal of hazardous material
6	Pipes, conduits and other apparatus	Including but not limited to: cold water inlet culverts, jetty, drainage systems, fire hydrant and fire protection pipework, mains water,	(b) decommissioning (d) operation for transport and disposal of hazardous material

¹ Nuclear site licences are granted under section 1(1) of the Nuclear Installations Act 1965 c.57.² Section 3(6) of the 2004 Act provides that unless the direction provides otherwise, the designation of a principal nuclear site for cleaning-up is to have the effect of including a designation to decommission every installation situated in or on that site.

		communications, electrical and sewage not situated in or on the principal nuclear site but which are connected to buildings, structures and apparatus in or on the principal nuclear site	
--	--	---	--

SCHEDULE 2

Installations in respect of which decommissioning is postponed until the specified time

1. Such installations necessary to operate the Wylfa Power Station (including to interconnect with the National Grid or any other purchaser of electricity) as required in item 2 of Schedule 1 until such duty ceases in accordance with Schedule 4, in accordance with any modification to this Direction or any other direction given by the Secretary of State under section 16(3) of the Energy Act 2004.
2. All installations (whether or not fixed to the land) on the principal nuclear site including but not limited to: sewage, drainage, effluent discharge, electricity, water, gas or which form part of an electronic communications network³ operated by a person, other than the person in control of the principal nuclear site, for as long as such services are needed to supply the principal nuclear site or to provide services to users outside the principal nuclear site (i.e. cut across the site).
3. All installations utilised for or occupied by persons other than the person in control of the principal nuclear site until such time as the agreements (including any new agreements) under which such installations are occupied are terminated, or otherwise come to an end.
4. All installations necessary to operate the facilities as required in Schedule 1 (under a section 3(1) designation) until such time as such facilities are no longer needed in order to fulfil NDA operational or clean-up functions.

³ As defined in section 32(1) of the Communications Act 2003 (c. 21).

SCHEDULE 3

Additional Responsibilities under section 4 of the 2004 Act

1. To operate and manage the Wylfa visitor centre.

SCHEDULE 4

General/Specific Directions given under section 16(3) of the 2004 Act

1. The NDA shall operate the Wylfa Power Station (including all installations required to supply the National Grid or any other purchaser of electricity) until 30 March 2010, or such other date agreed with the Secretary of State.

ANNEX A

