



THE PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES

2010

The Sizewell C Project

**Natural England's Comments on Revision 5 - 8 of DCO/DML & Deed of
Obligation**

Planning Inspectorate Reference: EN010012

24th September 2021

Natural England's Comments on Revision 5 - 8 of DCO/DML & Deed of Obligation [REP7-006,007,008,041,044]

Point	Document section	Natural England's Comment
1	General	Natural England queries why the Applicant has provided tracked changes for versions 5, 7 and 8 but not version 6. Noting that if there are changes made in 6 there is no provision of a tracked change comparing version 5 against 6 to ensure changes are not missed.
2	Article 2 DCO version 7 and 8	<p>Natural England notes that the exemption to removal of important hedgerows has been removed. This is explained due to the regulation of such works by article 79 and Schedule 21 and that an interpretation has been added at Schedule 2 requirement 1 (5).</p> <p>Natural England notes that Article 79 (3) (b) restricts the permission to only remove approved hedgerows under Schedule 21. However, there appears to be no timing restriction linking this to pre-commencement requirements.</p> <p>The interpretation added at Schedule 2 1 (5): Natural England notes that these requirements apply throughout construction, which the Applicant states includes pre-commencement. We would note that there is no definition of construction within the DCO interpretations and therefore question if this is appropriately clear. Further, we note that there is no linkage within any of the requirements referenced in 1 (5) to Schedule 21. We question whether this makes it clear that the pre-commencement requirements are appropriately secured as there is no longer an exemption to their removal outside of commence within the DCO interpretations in Article 2.</p> <p>Schedule 21 is a list of important hedgerows for removal and within itself has no requirements limiting when they may be removed.</p> <p>In our opinion the described articles, requirements and schedules do not secure that important hedgerows are not to be removed as part of site preparation and clearance works, without the appropriate pre-commencement documentation as the definition of commence excludes removal of hedgerows and no longer makes any distinction of important hedgerows.</p>
3	Article 9 A	This new Article ensures that the restrictions and requirements of the Deed of Obligation can be enforced. It also grants East Suffolk Council and Suffolk County Council the benefit of the order (i.e. the powers granted by the order) should they need to enter land of the

		<p>order to carry out any operations (i.e. undertake the mitigation/requirements of the deed of obligation themselves). The Deed of Obligation may be modified as permitted under Article 9B. This modification is through application to the Secretary of State. Only the 2 councils are noted as consultees on any modification. Given that Schedule 11 of the Deed of Obligation refers to the obligations to the Natural Environment we question if we could be named as consultee for any changes to this schedule. Further, we note this schedule includes Eel and Migratory Fish Mitigation Measures and a Smelt Contingency Fund. Given that aspects of this could apply offshore, should the Marine Management Organisation also be named as an enforcing body under this article?</p>
4	Schedule 20 Part 3 Condition 45	<p>Natural England notes the amendments to secure a reef management and monitoring plan. However, the condition does not sufficiently secure the timing of the monitoring. A pre-construction survey must be undertaken no longer than 18 months prior to the commencement of works. This is required due to the ephemeral nature of Sabellaria reef which can form in under 18 months. Thus, if the pre-construction surveys are undertaken longer than 18 months prior to the works they may be inaccurate as there is the potential for reef to form during this period.</p>
5	General	<p>Delivery Steering Group Page 123 - Natural England is not a member of this group. This group will decide any issues which the delivery groups (the Environment Review and Ecology Working groups) cannot agree upon. It is not clear how agreements and decisions will be made in this group i.e. whether it is by agreement of all parties or by majority?</p> <p>Environment Review Group Page 86 Natural England is named as a member of this group.</p> <p>Ecology Working Group Page 88 Natural England is named as a member of this group. Also mandates sending an ecologist. Natural England advise that this be changed to 'Technical Expert'.</p> <p>Natural Environment Awards Panel Page 89 Natural England is named as a member of this group.</p> <p>Marine Technical Forum Page 88 the names of the members of this group and it's working process is not provided, but cross referenced to an annex. However, this annex does not seem to have been provided.</p>
6	Para 2.2	<p>It is noted that the timing requirement here is 3 months prior to the commencement of works to construct any Key Environmental Mitigation. This does not secure the mitigation prior to works. Or that the mitigation will be delivered as per the timings in the Implementation Plan. This plan is only provided to the LPAs and</p>

		not to other groups such as the Environment Review Group who should be kept aware of such relevant information
7	Para 2.3	This requires Sizewell to keep only the councils informed. The requirement should be also to keep the Environment Review Group and other relevant groups informed.
8	Para 2.4	Only the Planning Group will be informed of significant delays. There should be a requirement to inform the Environment Review Group and other relevant groups.