

Net Zero Teesside Project

Planning Inspectorate Reference: EN010103

Land at and in the vicinity of the former Redcar Steel Works site, Redcar and in Stockton-on-Tees, Teesside

The Net Zero Teesside Order

Document Reference: 9.12 Applicants' comments on Written Representations

Planning Act 2008



Applicants: Net Zero Teesside Power Limited (NZN Power Ltd) & Net Zero North Sea Storage Limited (NZNS Storage Ltd)

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GLOSSARY

Abbreviation	Description
AOD	Above ordnance datum
AS-	Additional Submissions
BAT	Best Available Techniques
BEIS	The Department for Business, Energy and Industrial Strategy
CCGT	Combined Cycle Gas Turbine
CCUS	Carbon Capture, Utilisation and Storage
CEMP	Construction and Environmental Management Plan
CTMP	Construction Traffic Management Plan
CO ₂	Carbon dioxide
CPO	Compulsory Purchase Order
dB	Decibels
DCO	Development Consent Order
dDCO	Draft Development Consent Order
EIA	Environmental Impact Assessment
EPC	Engineering, Procurement and Construction
ES	Environmental Statement
ETS	Emissions Trading Scheme
ExA	Examining Authority
FEED	Front end engineering and design
FRA	Flood Risk Assessment
Ha	Hectares
HDD	Horizontal Directional Drilling
HIA	Hydrogeological Impact Appraisal
HoT	Heads of Terms
kV	Kilovolts
MHWS	Mean High Water Springs
MLWS	Mean Low Water Springs
Mt	Million tonnes

NATS	National Air Traffic Services
NSIP	Nationally Significant Infrastructure Project
NWL	Northumbria Water Lagoon
NZT	The Net Zero Teesside Project
NZT Power	Net Zero Teesside Power Limited
NZNS Storage	Net Zero North Sea Storage Limited
PA 2008	Planning Act 2008
PCC	Power Capture and Compressor Site
PDA-	Procedural Deadline A
PINS	Planning Inspectorate
RCBC	Redcar and Cleveland Borough Council
RR	Relevant Representation
SBC	Stockton Borough Council
SEL	Sound Exposure Level
SPA	Special Protection Areas
SoCG	Statement of Common Ground
SoS	Secretary of State
STDC	South Tees Development Corporation
SuDS	Sustainable urban drainage systems
UXO	Unexploded Ordnance
WFD	Water Framework Directive
WR	Written Representation
WQ	Written Question

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1.0 INTRODUCTION

1.1 Overview

1.1.1 This Applicants' comments on Written Representations (Document Ref. 9.12) has been prepared on behalf of Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (the 'Applicants'). It relates to the application (the 'Application') for a Development Consent Order (a 'DCO'), that has been submitted to the Secretary of State (the 'SoS') for Business, Energy and Industrial Strategy ('BEIS'), under Section 37 of 'The Planning Act 2008' (the 'PA 2008') for the Net Zero Teesside Project (the 'Proposed Development').

1.1.2 The Application was submitted to the SoS on 19 July 2021 and was accepted for Examination on 16 August 2021. A change request made by the Applicants in respect of the Application was accepted into the Examination by the Examining Authority on 6 May 2022.

1.2 Description of the Proposed Development

1.2.1 The Proposed Development will work by capturing CO₂ from a new the gas-fired power station in addition to a cluster of local industries on Teesside and transporting it via a CO₂ transport pipeline to the Endurance saline aquifer under the North Sea. The Proposed Development will initially capture and transport up to 4Mt of CO₂ per annum, although the CO₂ transport pipeline has the capacity to accommodate up to 10Mt of CO₂ per annum thereby allowing for future expansion.

1.2.2 The Proposed Development comprises the following elements:

- **Work Number ('Work No.') 1** – a Combined Cycle Gas Turbine electricity generating station with an electrical output of up to 860 megawatts and post-combustion carbon capture plant (the '**Low Carbon Electricity Generating Station**');
- **Work No. 2** – a natural gas supply connection and Above Ground Installations ('AGIs') (the '**Gas Connection Corridor**');
- **Work No. 3** – an electricity grid connection (the '**Electrical Connection**');
- **Work No. 4** – water supply connections (the '**Water Supply Connection Corridor**');
- **Work No. 5** – waste water disposal connections (the '**Water Discharge Connection Corridor**');
- **Work No. 6** – a CO₂ gathering network (including connections under the tidal River Tees) to collect and transport the captured CO₂ from industrial emitters (the industrial emitters using the gathering network will be responsible for consenting their own carbon capture plant and connections to the gathering network) (the '**CO₂ Gathering Network Corridor**');
- **Work No. 7** – a high-pressure CO₂ compressor station to receive and compress the captured CO₂ from the Low Carbon Electricity Generating Station and the CO₂

Gathering Network before it is transported offshore (the '**HP Compressor Station**');

- **Work No. 8** – a dense phase CO₂ export pipeline for the onward transport of the captured and compressed CO₂ to the Endurance saline aquifer under the North Sea (the '**CO₂ Export Pipeline**');
- **Work No. 9** – temporary construction and laydown areas, including contractor compounds, construction staff welfare and vehicle parking for use during the construction phase of the Proposed Development (the '**Laydown Areas**'); and
- **Work No. 10** – access and highway improvement works (the '**Access and Highway Works**').

1.2.3 The electricity generating station, its post-combustion carbon capture plant and the CO₂ compressor station will be located on part of the South Tees Development Corporation (STDC) Teesworks area (on part of the former Redcar Steel Works Site). The CO₂ export pipeline will also start in this location before heading offshore. The generating station connections and the CO₂ gathering network will require corridors of land within the administrative areas of both Redcar and Cleveland and Stockton-on-Tees Borough Councils, including crossings beneath the River Tees.

1.3 The Purpose and Structure of this document

1.3.1 This document sets out the Applicants' comments on the Written Representations submitted to the Examining Authority at Deadline 2 (9 June 2022). The remainder of this document is structured as follows:

- Section 2 - Response to Air Products Plc And Air Products Renewable Energy Limited [REP2-070]
- Section 3 - Response to Anglo American Crop Nutrients Ltd [REP2-073];
- Section 4 - Response to CATS North Sea Ltd [REP2-081]
- Section 5 - Response to Client Earth [REP2-079]
- Section 6 - Response to Climate Emergency Planning and Policy [REP2-061]
- Section 7 - Response to Huntsman Polyurethanes (UK) Ltd [REP2-068]
- Section 8 - Response to National Grid Electricity Transmission plc [REP2-066]
- Section 9 - Response to National Grid Gas plc [REP2-067]
- Section 10 - Response to Natural England [REP2-065]
- Section 11- Response to North Tees Land Ltd [REP2-070]
- Section 12 - Response to Northumbrian Water Limited [REP2-074]
- Section 13 - Response to Orsted Hornsea Project Four Ltd [REP2-089]
- Section 14 - Response to Redcar Bulk Terminals Ltd [REP2-095]
- Section 15 - Response to SABIC UK Petrochemicals Limited [REP2-100]

- Section 16 - Response to Sembcorp Utilities (UK) Ltd [REP2-098]
- Section 17 - Response to South Tees Development Corporation [REP2-097a]

2.0 RESPONSE TO AIR PRODUCTS PLC AND AIR PRODUCTS RENEWABLE ENERGY LIMITED [REP2-070]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>Introduction</p> <p>These representations are made on behalf of Air Products Public Limited Company ("APPLC") and Air Products Renewable Energy Limited ("APRE") in response to the application for a Development Consent Order ("DCO Submission") submitted by Net Zero Teesside Power Limited "NZT Power" and Net Zero North Sea Storage Limited "NZNS Storage" (together forming the "Applicant") to the National Infrastructure Directorate on 19 July 2021 and pursuant to Directions issued by the Examining Authority on 19 May 2022.</p> <p>Reference is made to the Pre-Application Consultation Response submitted by APPLC and APRE dated 21 January 2021 ("PCR") and to the Initial Representations submitted by APPLC and APRE on 17 December 2021 ("IR")</p> <p>APPLC and APRE have interests in and around the vicinity of the area proposed for a Development Consent Order ("DCO"). APPLC and APRE also make these written representations for and on behalf of each and every other entity within the Air Products group of companies that may be affected by the application for the DCO.</p> <p>APPLC and APRE are a world-leading Industrial Gases company, providing atmospheric and process gases and related equipment and is also the world's leading supplier of liquefied natural gas process technology and equipment.</p> <p>In the area affected by the proposed Project, APPLC and APRE are concerned with the supply of gas and other utilities to local installations and form a fundamental part of the local energy industry. APPLC and APRE supply, amongst other things, Natural Gas, Oxygen and Water, via pipelines, to refineries which are critical to their operation. In summary, APPLC's and APRE's interests within the area proposed for the DCO comprise of, without limitation, a 6-inch natural gas pipeline, a further natural gas pipeline, a 10-inch oxygen pipeline and various other water pipelines (of various sizes).</p> <p>As a consequence, APPLC and APRE are Category 1 statutory consultees as defined by Section 44 of the Planning Act 2008.</p> <p>The Applicant's proposals to permanently acquire land and rights has the potential for conflicting with and compromising the security of existing pipes and associated infrastructure owned and/or used by APPLC and APRE in connection with their pre-existing business activities. It is therefore critical that, notwithstanding the Project, APPLC and APRE can continue to use the pipelines in the manner in which they are accustomed to and which is vital to the local energy industry.</p> <p>Furthermore, to the extent that land is acquired compulsorily by the Applicants (or any associated entity) and/or is due to be granted a legal interest in land through which APPLC and APRE's pipelines pass, APPLC and APRE must be granted sufficient rights and interests to maintain its use which has been established. Appropriate protective provisions are required to maintain the consistency of supply, safe use and maintenance of the infrastructure.</p>	<p>The Applicants have included protective provisions in Part 4 of Schedule 12 to the Draft DCO [REP2-002] which adequately protect APPLC and APRE, and the Applicants are separately negotiating the form of an asset protection agreement with them. The Applicants will continue to work with APPLC and APRE, and hope to reach voluntary agreement during Examination.</p> <p>See further the Applicants' comments below in respect of other sections of APPLC and APRE's representation.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>APPLC's and APRE's Concerns</p> <p>APPLC and APRE have a number of serious concerns about the Project as currently proposed and believe the documentation provided by the Applicants to date falls short of demonstrating that the Project will be delivered in a way that supports the needs of the Project whilst not compromising or risking the integrity and/or maintenance needs of APPLC's and APRE's own infrastructure and/or such infrastructure in respect of which it has rights. Further, it is not considered that the compulsory acquisition of land in the terms proposed is proportionate, or even necessary, nor that it properly accounts for the existence of the infrastructure belonging to and/or otherwise used by APPLC and/or APRE. These written representations explain those concerns and raise a number of currently unanswered questions over the technical aspects of the Project.</p> <p>Impact</p> <p>The Project, as currently proposed, will involve significant works. The proposed DCO will, if approved, provide the necessary authorisations and consents for the construction, operation and maintenance of the proposed development.</p> <p>In order to undertake these works the Applicants will also, amongst many other things, need to compulsorily acquire both land and rights in land as well as secure rights of access over land such that what is proposed is a highly significant proposal with substantial impact on local landowners, occupiers and beneficiaries of rights (including APPLC and APRE).</p> <p>The proposed works and the acquisition of land and rights will have a significant effect on APPLC's and APRE's interests and operations in both the short and long term. In the short term the digging of trenches for cables and the construction of buildings is proposed to commence following the grant of the proposed DCO bringing with it disturbance and potential impact on infrastructure owned and/or operated by APPLC and APRE along with the associated uncertainty (not properly addressed in the Application) as to the impact on the existing pipelines used by APPLC and APRE and in respect of which APPLC and APRE have rights. In the longer term, it is wholly unclear as to the impact that the Project may have on the ability of APPLC and APRE to continue their operations safely and economically (bearing in mind the stated intention that the Project would remain operational for the long term).</p> <p>It is of highly significant concern that the Project involves works and further new pipelines (and associated infrastructure) in close proximity to other gas (and other) pipelines (that are in regular use by APPLC and APRE) yet there is no adequate consideration within the application documents to demonstrate the proposals for addressing the impact on APPLC and APRE (and others).</p> <p>Of even greater concern is that no or no adequate mention is made of the use of the existing infrastructure by APPLC and APRE (or any other party), or the proximity of that existing infrastructure to the new infrastructure proposed as part of the Project. Further, the application documents do not, whether adequately or at all, address the use of the areas above ground under which the existing pipelines pass or the proposed use of the land over which the existing pipelines pass.</p>	<p>The Applicants welcome APPLC and APRE's comments and are keen to continue engagement on both a technical and commercial level. Within APPLC and APRE's PCR they indicated the overlap between the Proposed Development and their existing apparatus is limited to North Tees and specifically Work No. 6. The Applicants have provided information on the scope and schedule of the Proposed Development, including at an interface meeting on 17th March 2022. At this meeting the Applicants confirmed with APPLC and APRE that they will continue to engage as the Proposed Development design develops in order to address their concerns.</p> <p>The Applicants and their nominated contractor will communicate with APPLC and APRE as part of FEED during 2Q and 3Q 2022. This engagement will include: Requests for information on as-built data for their apparatus, Requests for information on permitting and notification requirements for working in close proximity to their apparatus, Sharing of design and construction information for Work No. 6.</p> <p>This engagement, to the extent necessary, is secured by the protective provisions in the Draft DCO [REP2-002] noted above, in addition to other controls over the way in which the Proposed Development can proceed. In particular this includes provisions relating to the diversion or removal of APPLC's and APRE's apparatus, information on proposed works which must be provided to APPLC and APRE, their ability to impose requirements on the Applicants' works, and APPLC's and APRE's costs.</p> <p>See further the Applicants' comments below in respect of other sections of APPLC and APRE's representation.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>It follows, therefore, that APPLC and APRE are unable in any respect to properly address the likely impact of the proposals on their operations both in terms of maintaining the existing service provided by APPLC and APRE and the need to ensure that suitable permissions and protection is provided to the existing infrastructure.</p> <p>APPLC and APRE therefore call on the Applicants to produce the information (whether technical or otherwise) necessary to enable APPLC and APRE to properly assess the potential impact of the Project. APPLC and APRE reserve their respective rights to add to or otherwise amend these written representations upon receipt of such information.</p>	
<p>Technical Questions</p> <p>Within the PCR, various matters were raised and specifically the Applicants were asked to supply full details of their development proposals for the subject area including the following matters:</p> <ol style="list-style-type: none"> 1. What the Applicants propose to construct and where; 2. Details of any anticipated disruption to third party infrastructure; and 3. Details of how the Applicants propose to manage such interference. <p>Regrettably, those technical questions have not been answered (whether adequately or at all).</p> <p>Further, APPLC and APRE have the following further questions of the Applicants:</p> <ol style="list-style-type: none"> 1. As far as the infrastructure owned by (or in respect of which an interest is held by) APPLC and APRE are concerned, please confirm the proposed construction activity both generally and in terms of method of construction including the proposed quantity of traffic movements, whereabouts and proposed (or potential) excavations in proximity to the said infrastructure. 2. With respect to any new pipelines (or other infrastructure) to be constructed or installed in the proximity of the infrastructure referred to above, please confirm whether such pipelines or other infrastructure will be under or overground, with depths (if applicable) and anticipated interaction with existing infrastructure. 3. In support of the Applicants' answers in respect of the above, APPLC and APRE request full details, with appropriate plans, sections and technical specifications and reports setting out the proposed works in sufficient detail to enable APPLC and/or APRE to properly understand (a) what is proposed by the Applicants as will affect APPLC and/or APRE and (b) the threat to APPLC's and/or APRE's existing infrastructure by the said proposals. 	<p>The Application contains the required information for the Proposed Development, this includes a breakdown of the individual Works that form the Proposed Development and the areas within which each of the Works will be implemented. These matters are secured through the drafting in the Draft DCO [REP2-002], including Article 4 and Schedule 1, and linking into the Works Plans [AS-008]. Within Chapter 5 of the Environmental Statement, the Applicants have provided information on the construction of the Proposed Development, including timing and methodology.</p> <p>The Applicants continue to progress with the FEED for the Proposed Development and have committed to engaging with APPLC and APRE during this phase to provide further technical information on items 1, 2 and 3.</p> <p>With regards to the further questions, the Applicants have the following response: The Applicants are progressing with FEED, at the conclusion of this phase the Applicants will select the final routing of Work No. 6 within the existing Sembcorp Linkline corridor and the method of construction. The Applicants have confirmed the CO² Gathering Network (Work No. 6) pipeline will be constructed above ground within the existing Linkline corridor. Paragraph 5.3.67 in Chapter 5 Construction Programme and Management of the ES [APP-087] confirms the activities that will be required to construct Work No. 6. The Applicants will utilise the existing and established access routes within the Linkline corridor during construction and operation. The Applicants have and continue to conduct site surveys to develop the optimum routing. Part of this scope will identify where additional ground level supports are required and therefore excavations. The number and location of these potential excavations will be confirmed during FEED. In line with standard good practice for projects of this nature, the Applicants will carry out detailed surveys as noted above, and will ensure that full account is taken of all existing infrastructure and apparatus in both detailed design and site working practices. As part of the FEED phase the Applicants will engage with APPLC and APRE to address any concerns they may have and share design information.</p> <p>For the areas of overlap with APPLC and APRE apparatus, the CO² Gathering Network (Work No. 6) pipeline will be constructed above ground within the existing Linkline corridor. The Applicants have conducted route surveys as part of FEED to identify suitable routes within the corridor and will look to utilise existing structures and supports wherever possible to minimise ground disturbance and mitigate potential impact on existing apparatus. Prior to commencing construction of Work No. 6, in compliance with good practice safety management procedures, the Applicants will complete routing and design reviews, follow a management of change process and comply with control of work activities. The Applicants will be required to consult with APPLC and APRE as secured by the protective provisions.</p>

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	<p>As is typical for a project of this nature at this point and given the stage reached in design, detailed technical information and drawings is not yet available. The Applicants will share this information with APPLC and APRE when it becomes available. The provision of information to APPLC and APRE on the Proposed Development (including plans and a description) is secured by the protective provisions, as noted above.</p>
<p>Whilst it is the case that some amendment to the proposals has been made, such amendments do not in any way (or in any substantial way) satisfy APPLC's and/or APRE's concerns. All that the amendments to the proposals do is reduce the extent of the area proposed for the DCO. However, APPLC and APRE continue to have interests in (and around) the area proposed for the DCO and the concerns APPLC and APRE have continue to be extant.</p> <p>Accordingly, APPLC and APRE formally object to the DCO Submission both for the reasons set out previously and as set out below.</p> <p>The documentation provided by the Applicants fails to demonstrate that the DCO will be delivered in a way that supports the needs of the DCO whilst not compromising or risking the integrity and/or maintenance needs of APPLC and APRE's own pipeline infrastructure and/or such infrastructure in respect of which it has rights (and which is vital to the local energy industry).</p> <p>There is also no or no adequate evidence to demonstrate that the Applicants are capable of delivering this project.</p> <p>The compulsory acquisition of land and rights in the terms proposed is not proportionate, or even necessary, and fails to properly account for the existence of the infrastructure belonging to and/or otherwise used by APPLC and APRE and fails to ensure that APPLC and APRE are granted sufficient rights and interest to maintain the use already established. It also fails to ensure that suitable protective provisions are provided to ensure that the consistency of supply, safe use and maintenance of the infrastructure can be safeguarded.</p> <p>The construction process, disturbance and duration is not properly addressed in the DCO Submission. In the longer term, it is wholly unclear as to the impact that the DCO may have on the ability of APPLC and/or APRE to continue their respective operations safely and economically (bearing in mind that it is expected that the underlying project would remain operational in the long term).</p> <p>APPLC and APRE are still awaiting responses to the technical questions raised in the PCR (as referred to above). These include, but are not limited to, the extent of rights sought, what is proposed to be</p>	<p>The Applicants acknowledge APPLC and APRE's objection and will continue to engage with them in relation to protective provisions and to address their technical concerns.</p> <p>The Proposed Development will be designed, constructed, commissioned and operated by bp on behalf of the Applicants. bp has extensive experience in the execution of major projects both in the UK and globally. bp has an established project delivery function, dedicated to the concept development, design, construction, commissioning and start up of major engineering projects. The project's function is able to call on an extensive global resource with experienced and competent professionals from a variety of disciplines, including engineering, project management, construction, commissioning and operations. Major projects, such as the Proposed Development, follow a robust and proven common process. This process defines the requirements a project must satisfy in each phase of the project lifecycle. An internal governance process then ensures compliance and assesses each project at defined stages through the project lifecycle. bp as either lead developer or partner has successfully started up 35 major projects between 2016 and 2021¹.</p> <p>The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition powers and, if those powers need to be relied upon, why there is a compelling case in the public interest for the Applicants to be granted such powers. However, the Applicants preference remains to reach voluntary agreements with all affected parties. As noted above the protective provisions included in the Draft Order [REP2-002] provide adequate protection for APPLC / APRE.</p> <p>With reference to the section of Advice Note 9, the Applicants undertook a significant level of pre-application consultation, and have since further refined the Proposed Development, including significant reduction in Order limits / optionality relation to Work No. 6. That infrastructure will follow the existing Sembcorp Linkline Corridor within North Tees – the selection of that corridor (as opposed to other land which does not currently contain pipelines / apparatus) is part of the way in which the Applicants have minimised the impacts of the Proposed Development on those owning and having an interest in land. The Applicants have not fixed and finalised the routing for Work No. 6 within the Sembcorp Linkline corridor. As stated above, the Applicants will consult with APPLC, APRE and other affected parties on the routing and construction methodology in order to address concerns and minimise impact on ongoing</p>

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<p>constructed and where, the anticipated construction process, timing, the impact on APPLC's and APRE's existing infrastructure and the method by which suitable protections will be put in place. These issues have not been considered or responded to (whether adequately or at all).</p> <p>It is acknowledged that discussions are ongoing but these discussions have not yet satisfied APPLC's and APRE's concerns.</p> <p>In accordance with Sections 42, 47, 48 and 49 of the Planning Act 2008, the Applicant has a "duty to take account of responses to consultation and publicity" (Section 49). For the reasons set out above and previously, APPLC and APRE contend that inadequate consultation has taken place and that, notwithstanding the inadequate consultation, the Applicant has failed (whether adequately or at all) to take account of responses (from APPLC and APRE, and possibly others) to consultation and publicity.</p> <p>'Advice Note 9: Rochdale Envelope' published by Infrastructure Planning Commission February 2011 states</p> <p>"Clearly for consultation to be effective there will need to be a genuine possibility to influence the proposal and therefore a project should not be so fixed as to be unable to respond to comments from consultees. The importance of consultation during the pre-application phase cannot be overemphasised...Such consultation needs to be appropriate (in terms of content, timing and clarity) and reported fully in the consultation report such that the response of the developer to the comments made in terms of the evolution of the proposals can be clearly understood".</p> <p>Whilst the Rochdale Envelope is principally involved with environmental matters, it deals with principles which (in APPLC's and APRE's submissions) are relevant to the Applicants' approach to this matter.</p> <p>It is evident that APPLC's and APRE's concerns to date have not and are not being addressed within the DCO process.</p> <p>Accordingly, it therefore follows that Advice Note 9 has not been followed in the DCO process and the application now made.</p> <p>APPLC and APRE submit that the unreasonable level of inflexibility the Applicants are displaying is in itself a reason for the DCO to be refused.</p> <p>APPLC and APRE are rightly concerned that if terms cannot be agreed, the DCO in its present form (if approved) would enable the Applicant to acquire property and rights that may impact APPLC's and/or APRE's businesses negatively and the case for this is not properly addressed.</p> <p>APPLC and APRE are willing to engage in constructive dialogue with the Applicants for early agreement in respect of the DCO.</p> <p>However, until this process has been completed or negotiations have been exhausted, APPLC and APRE (and their associated entities) object to the DCO in its present form for the reasons set out and reserve</p>	<p>operations. The protective provisions included in the Draft DCO [REP2-002] secure the provision of information and adequate protection/controls for APPLC / APRE.</p>

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<p>their rights to provide further submissions (beyond those provided to date) during the course of the DCO examination process.</p> <p>APPLC and APRE also claim an indemnity in respect of their costs, particularly given that APPLC's and APRE opposition could have been avoided had proper consultation taken place and had the previous comments made by APPLC and APRE been properly taken into account and actioned promptly. The terms of the PCR made it clear that early engagement was welcomed.</p> <p>APPLC and APRE wish (unless APPLC and/or APRE notify the Planning Inspectorate to the contrary) to be represented at, and to appear and adduce evidence at the Specific Issues/ Open Floor/ Compulsory Acquisition Hearings and also request an Accompanied Site Inspection.</p>	

3.0 RESPONSE TO ANGLO AMERICAN CROP NUTRIENTS LTD [REP2-073];

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE												
<p>1 Relevant representations were submitted on behalf of Anglo American Woodsmith Limited and York Potash Limited on 15 December 2021 (RR-014)). The representations referred to the support, in principle, of the Net Zero Project but also expressed concern regarding the lack of detail in available in respect of certain elements of the scheme and the consequent difficulties in understanding the potential impact of the Net Zero Project on the Woodsmith Project.</p> <p>1.2 These further written representations clarify the relevant company entities whose names have changed since the relevant representations were submitted;</p> <p>provide further background to, and an update on, the Woodsmith Project;</p> <p>update the Examining Authority in respect of the concerns of Anglo American, particularly in light of the recent changes to the Net Zero proposals; and iv. confirm the position with regard to reaching agreement on protective provisions and other necessary agreements.</p> <p>1.3 These representations also respond to the First Written Questions issued by the Examining Authority (PD012).</p> <p>2. COMPANY NAMES</p> <p>2.1 Articles 2 and 7 of The York Potash DCO (YP DCO) identify Sirius Minerals plc and York Potash Ltd as the undertakers who have the sole benefit of the YP DCO. 2.2 Subsequent to the approval of YP DCO Sirius Minerals was acquired by Anglo American Woodsmith Limited. 2.3 On 6 April 2022 there were a number of company name changes which are set out in the table below:</p> <table border="1" data-bbox="299 1236 1466 1535"> <thead> <tr> <th>Original Name</th> <th>Interim</th> <th>Current Name</th> </tr> </thead> <tbody> <tr> <td>Sirius Minerals plc</td> <td>Anglo American Woodsmith Limited</td> <td>Anglo American Crop Nutrients</td> </tr> <tr> <td>York Potash Limited</td> <td></td> <td>Anglo American Woodsmith Limited</td> </tr> <tr> <td>York Potash Processing & Ports Limited</td> <td></td> <td>Anglo American Woodsmith (Teesside) Limited</td> </tr> </tbody> </table> <p>2.4 Anglo American Crop Nutrients Limited (formerly Sirius Minerals Plc) was acquired by the Anglo American Group in March 2020. Anglo American Woodsmith Limited and Anglo American Woodsmith (Teesside) Limited are wholly owned subsidiaries of Anglo American Crop Nutrients Limited. Land assets, agreements and licences are held by the companies – with assets at the Teesside end of the project being held by the Anglo American Woodsmith (Teesside) Limited company.</p> <p>2.5 For the purposes of these written representations, it is the interests of all three companies which are relevant, as being participants in the delivery of the Woodsmith Project, and it is suggested that the group of companies be referred to as 'Anglo American'.</p>	Original Name	Interim	Current Name	Sirius Minerals plc	Anglo American Woodsmith Limited	Anglo American Crop Nutrients	York Potash Limited		Anglo American Woodsmith Limited	York Potash Processing & Ports Limited		Anglo American Woodsmith (Teesside) Limited	<p>1.1-1.3 The position of Anglo American, as set out in the Relevant Representations of 15 December 2021, and this Written Representation is noted.</p> <p>2.1-2.5 The position on company name changes is noted and the Applicants will continue to refer to all three companies collectively as 'Anglo American' during this response.</p> <p>3.1 – 3.8 The further background to, and an update on, the Woodsmith Project is noted.</p> <p>4.1 – 4.13 The further background to, and an update on, the Woodsmith Project is noted. Regarding point 4.12, the Applicants maintain their position as set out in their consultation response to the non-material change. The Applicants welcome the ongoing engagement between the parties where Anglo American continue to provide updates on their DCO.</p> <p>5.1 – 5.3 The further background to, and an update on, the Woodsmith Project is noted.</p>
Original Name	Interim	Current Name											
Sirius Minerals plc	Anglo American Woodsmith Limited	Anglo American Crop Nutrients											
York Potash Limited		Anglo American Woodsmith Limited											
York Potash Processing & Ports Limited		Anglo American Woodsmith (Teesside) Limited											

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<p>WOODMITH PROJECT</p> <p>3.1 The YP DCO was approved by the Secretary of State for Transport on 20 July 2016. The DCO scheme involves the construction and operation of harbour facilities and associated development at Bran Sands, Teesside.</p> <p>3.2 The harbour forms part of the wider Woodsmith Project which includes the development of a new mine for the winning and working of the only known UK resource of polyhalite and its ongoing handling and transport to the national and international marketplace. The harbour facilities, consented through the YP DCO, are required to enable the bulk export of polyhalite.</p> <p>3.3 Polyhalite is a form of potash and is a naturally occurring mineral containing major plant nutrients - potassium, sulphur, magnesium and calcium. It is a valuable multi-nutrient fertiliser and its application by the farming industry, both within the UK and overseas, will assist in maintaining and improving crop yields and harvests.</p> <p>3.4 The YP DCO site covers an area of approximately 92.4 hectares, extending from the Wilton International complex north-westward to Bran Sands on the south bank of the River Tees. The site includes both the proposed harbour and the required conveyor link between the harbour and Wilton International, the latter being the site of the Materials Handling Facility for the mined polyhalite.</p> <p>3.5 The Woodsmith Project is shown, in a diagrammatic form, in Figure 1.1 below.</p> <p>[FIGURE 1.1 – WOODSMITH PROJECT DIAGRAM]</p> <p>3.6 Figure 1.2 below shows the geographical context of the project.</p> <p>[FIGURE 1.2 – SITE LOCATION PLAN]</p> <p>3.7 The different elements of the Woodsmith Project all benefit from planning permissions or DCO authorisation.</p> <p>3.8 In detail, the Woodsmith Project comprises four key elements, the current status of each is described below:</p> <p>i) An underground Mine including a surface access point at Woodsmith Mine, Sneatonthorpe, approved by Redcar and Cleveland Borough Council (RCBC) for those areas of the development site within its remit, and by the North York Moors National Park Authority ('NYMNP') for those elements of the project falling within the National Park (which includes the Minehead). As illustrated below, there has been significant progress with the implementation of the scheme, with shaft sinking activities underway across the extensive minehead site and intermediate shaft sites.</p> <p>[FIGURE 1.3 – MINEHEAD SITE PHOTO]</p>	

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<p>ii) A Mineral Transport System ('MTS') consisting of a 36.5km long tunnel containing a series of linked conveyor belts that will transport the polyhalite from Woodsmith Mine to Wilton International, Teesside, approved alongside the Mine by RCBC and the NYMNP. Works on the tunnel are also progressing well, and to date it has passed the halfway point having "travelled" some 18km from the tunnel portal at Wilton, passing the completed ventilation and access shaft at Lockwood Beck, towards the minehead site.</p> <p>[FIGURES 1.4 – 1.7 – VARIOUS SITE PHOTOS]</p> <p>A Materials Handling Facility ('MHF') at Wilton International, approved by RCBC. The MHF will receive the polyhalite from the underground conveyor and process the material prior to its onward transport to the harbour. Works started early on the MHF facility, initially focussed on the tunnel portal to enable the 'launching' of the tunnel boring machines. Currently, there are over 1,000 construction staff employed across the three component parts of the Woodsmith project that are already underway.</p> <p>[FIGURES 1.8 – 1.9]</p> <p>iv) The Harbour facilities and associated development comprising both the new harbour facilities and a conveyor, linking this with the MHF at Wilton International. Works have yet to start on site. Design details are progressing for this last 'piece' of the Woodsmith Project. 3.9 Further information can be obtained on the Woodsmith Project through the following link to the relevant part of the Anglo-American website.</p> <p>AMENDMENT TO YP DCO</p> <p>4.1 The DCO authorises the development of York Potash Harbour Facilities that comprise both the nationally significant infrastructure project (i.e. the quay1 on the River Tees, along with quayside ship loaders, surge bins, and transfer towers etc), and Associated Development (i.e. works to the existing lagoon, the provision of parallel conveyors to link the quay to the MHF, and various parking, small scale offices, stores etc.).</p> <p>4.2 The DCO is to be delivered in two phases: The first, Phase 1, is defined as that part of the authorised development required to be completed in order to facilitate the movement of 6.5 million tonnes per annum of polyhalite whilst the second, Phase 2, is defined as that part of the development to be completed in order to facilitate the movement of 13 million tonnes per annum. (See Part 1, Interpretation (2) of the Order).</p> <p>4.3 Amongst other components, Phase 1 includes the construction of a quay on the River Tees and the installation of a conveyor system and transfer towers, whilst Phase 2 includes the construction of a larger quay and the provision of a second conveyor to be installed within the conveyor housing that accommodates the Phase 1 conveyor.</p> <p>4.4 Requirement 2 of the DCO (See Schedule 2) requires that "No part of phase 1 is to commence until written a written scheme setting out all the component parts of phase 1 has been submitted and approved by the local planning authority". Also relevant to this application, Requirement 5 requires that</p>	

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<p>“ No phase of the development is to commence until the approved highway works have been undertaken, to the satisfaction of the local highway authority”.</p> <p>4.5 Whilst the design details of the quay are progressing well, consideration is still being given to the detailed development options for the conveyor.</p> <p>4.6 The harbour works are, by their nature, complex and the construction of this aspect of the project is most likely to be a lengthy process. The implementation of the harbour works is a considerable undertaking, with a protracted build-out programme.</p> <p>4.7 Reflecting both the status of the conveyor design works and the extended programme for the construction of the harbour works, Anglo American is seeking to make progress with obtaining approval for the details of the harbour element of Phase 1 only. This will enable construction works to progress with the quay first, without having to wait until all the details of the conveyor have been completed, submitted and subsequently approved.</p> <p>4.8 To enable this change to the sequencing of approval of details, an application for a non-material change to the DCO has been submitted. The amendments sought do not involve any change to the sequence of construction: the construction of the harbour prior to the overhead conveyor remains within the scope of the current DCO and no amendment or change is required to the DCO to enable this to occur. It is the sequence of approval of details, not the sequence of construction, which gives rise to the need to change the DCO.</p> <p>4.9 In addition, Requirement 5 of Schedule 2 of the DCO stipulates that the highway works (as shown on the highway works plan) must be carried out prior to the commencement of any development. The works are limited in nature and comprise improvements to the western 'arm' of the A1085 roundabout. The carriageway is to be widened, and a new 'splitter island is to be provided, along with the carrying out of reconstruction and resurfacing works to the highway. The access will then be used to enable construction traffic to enter the eastern part of the site, to facilitate the construction of the conveyor, as it passes over the A1085. Other construction traffic (i.e. for the rest of the conveyor route and harbour facilities) will use existing access arrangements, also via the A1085 roundabout using the southern arm, via the existing entrance into the Wilton Estate.</p> <p>4.10 The highway works referenced in Requirement 5, therefore, are not needed for the construction of the harbour and instead provide access to enable the construction of the overhead conveyor. There is no need, therefore, for the highway works to be in place prior to works starting on the harbour development, as currently stipulated by Requirement 5. Hence the application for a non material change included an amendment to the DCO to change Requirement 5 to ensure that the highway works are tied to the construction of the conveyor, rather than the harbour, thereby matching the delivery of the enhanced highway access to when it is needed.</p> <p>4.11 The application for a non-material change was submitted to the Planning Inspectorate and the Department for Transport on 9 February 2022. It was preceded by some informal consultation during which no concerns were raised by any party. In light of the minor nature of the proposed change a reduced list of consultees was agreed with the Department for Transport.</p>	

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<p>4.12 The period for representations in respect of the application closed on 21 March 2022 and, according to the Planning Inspectorate's website, there were two parties who submitted representations. These were Natural England, who confirmed it had no objections, and Net Zero Teesside Power Limited who stated "The non material change as proposed does not appear to raise any additional issues to those already under discussion in relation to the NZT DCO".</p> <p>4.13 Enquiries have been made of the Department of Transport as to the likely timescale for a decision on the application for a non-material change however they are unable to provide any indication of the date for a decision.</p> <p>5 PROGRAMME</p> <p>5.1 Since its acquisition of Sirius Minerals plc Anglo American have made it clear it sees the Woodsmith Project as a flagship project. They are committed to spend £440 million this year alone.</p> <p>5.2 As can be seen from the above photographs, key elements of the Woodsmith Project are under construction with significant progress having been made. This includes the main mine site (Fig 1.3 and 1.4), intermediate shaft sites and the tunnel (Figures 1.5 – 1.7 and the Material Handling Facility (Figure 1.8 and 1.9). The harbour development is programmed to start prior to July 2023.</p> <p>5.3 The project delivery strategy is under review. As Anglo American stated publicly at the time of acquiring the Woodsmith Project the company intends to update the development timeline for the Project, optimise mine design and ensure appropriate integration with its operating standards and procedures. This process is expected to conclude in 2023. Construction progress is continuing as the development timeline for the Project is reviewed and refined.</p>	
<p>6 CONCERNS OF ANGLO AMERICAN</p> <p>6.1 As set out in the relevant representation submitted, Anglo American have no objection in principle to the development proposed by the NZ DCO. However, it is important that any powers granted by the NZ DCO do not prevent, or unreasonably prejudice, the ability of Anglo American to construct and operate its nationally significant infrastructure project. The area of overlap between the two projects is shown on the plan contained in Appendix A to the Statement of Common Ground completed between Anglo American and NZT and submitted at Deadline 1 (REP1- 030).</p> <p>6.2 The concerns of Anglo American regarding the impact of the proposed NZT Order have previously been compounded by the extent of the proposed Order Limits and the proposal to route CO2 gathering and natural gas pipelines underground across Bran Sands.</p> <p>6.3 Anglo American is therefore pleased that successive proposed changes to the application have resulted in some drawing in of the Order Limits and the deletion of the option to tunnel under Bran Sands.</p>	<p>6.1 The Applicants again welcome the confirmation by Anglo American that they have no objection to the principle of the Proposed Development. The Applicants believe that both projects can be constructed and operated without detriment to the other party and are continuing to work with Anglo American to address areas of concern. Whilst the Applicants have sought compulsory acquisition powers within the DCO Application their preference, wherever possible, is to conclude a voluntary agreement and associated protective provisions. Protective provisions are included in the Draft DCO [REP2-002] to manage the areas of overlapping interests as shown on the plan in Appendix A of the SoCG [REP1-030].</p> <p>6.2-6.3 As Anglo American note, the option of a tunnel under Bran Sands has been removed from the Proposed Development and this point is therefore no longer relevant.</p> <p>6.4 The Applicants remains committed to reaching a satisfactory conclusion with Anglo American in addressing the areas of interface set out in points i. – vi. Anglo American's position on these points is set out in the SoCG [REP1-030] between the parties and through regular technical and commercial meetings the Applicants are working to address Anglo American's concerns.</p>

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<p>6.4 Nonetheless, given the extent of overlap between the two schemes Anglo American remain concerned regarding the impact that the NZ DCO may have in key areas of construction and operation interface. It is particularly concerned to ensure the following activities are not compromised:</p> <p>the use by Anglo American of the Redcar Bulk Terminal for the export of bulk product both prior to and after the construction of the new quay by Anglo American;</p> <p>the ability to construct and operate the overland conveyor connecting the material handling facility with RBT and the Anglo American new harbour development;</p> <p>construction and operation of Anglo American's quay and ship loaders at Bran Sands access during construction and operation</p> <p>compliance with the environmental permit for the landfill site at Bran Sands (ex ICI industrial tip - permit number EPR/FB3601GS (formerly Waste Management Licence EAWML60092)). Monitoring boreholes are located within the areas of Works No 2A, 5C, 6 and 10.</p> <p>Dredging operations within the Crown Estate dredge pocket easement area, if Option 2 of Works No. 6 pursued.</p> <p>6.5 In respect of the latter point, NZT have indicated that during the course of June 2022 it expects to be able to decide whether to pursue Option 2 (horizontal directional drilling) or Option 3 (Sembcorp Tunnel). Anglo American would wish the use of the existing Sembcorp tunnel to be retained and the HDD proposal removed. Not only would this make sensible use of existing infrastructure, and thus restrict impacts inevitably caused by new infrastructure, it would enable the HDD site to be removed from the Order Limits in respect of Works 6 thus avoiding those Order Limits abutting up against the Lagoon.</p> <p>6.6 It is considered desirable in particular to draw in the boundary of Works No. 6 from the edge of the lagoon in light of the wide-ranging site wide works referred to at the end of Schedule 1 of the draft NZT DCO.</p>	<p>6.5 The position of Anglo American is noted, the Applicants continue to assess Option 2 and Option 3 for Work No. 6. As set out in the Notification of Proposed Changes [AS-044], the Applicants and their nominated contractor are working to complete engineering assessments in June 2022. On completion the Applicants will confirm selection of either Option 2 or 3. The Applicants will continue to keep Anglo American and the ExA updated on progress.</p> <p>6.6 The Applicants note Anglo American's position - if Option 3 is selected then it is the Applicants' intention to reduce the Order Limits to remove land that would no longer be required to deliver the Proposed Development. Notwithstanding that, the Applicants consider that the impacts of the Proposed Development, whether Option 2 or Option 3 is selected, can be appropriately managed and mitigated including in particular works close to the lagoon. The Applicants responded to the drafting in Schedule 1 to the Draft DCO [REP2-002] in response to Anglo American's relevant representation [REP1-045].</p>
<p>7 AGREEMENTS AND PROTECTIVE PROVISIONS</p> <p>7.1 Anglo American have sought to respond positively since they were first contacted by NZT in June 2020 and have committed considerable resources to extensive discussions between representatives. Initially progress was made but then stalled for a period whilst awaiting information on proposed changes.</p> <p>7.2 Accordingly, whilst there has been a significant level of engagement it has not been possible to progress the necessary agreements and protective provisions, which are essential for the protection of the delivery of the Woodsmith Project, as quickly as might have been hoped.</p> <p>7.3 Discussions are now progressing again and drafts of a side agreement and protective provisions are actively under consideration. Heads of Terms of the necessary property agreements have been discussed however nothing has yet been agreed and, before any agreement can be reached, Anglo American await receipt of draft property agreements for consideration.</p> <p>7.4 The agreements referred to above are all vital to ensure the deliverability of the Woodsmith Project. The protective provisions contained in the current draft DCO (AS-135) are completely inadequate and,</p>	<p>7.1 The Applicants appreciate the level of positive engagement by Anglo American which has resulted in various reductions in land take and in the re-designation of land parcels downwards.</p> <p>7.2 The Applicants are actively engaged with Anglo American in progressing the necessary property agreements and protective provisions.</p> <p>7.3 The draft side agreement was shared in April 2022, with positive discussions held during May 2022. The side agreement and protective provisions continue to be worked by both parties. These agreements are expected to be concluded during Examination and signed in parallel to the property agreements. Heads of Terms have been in circulation since May 2021 but agreement on a number of points has yet to be reached. The draft property agreements are being populated and will be issued shortly for consideration by Anglo American.</p> <p>7.4-7.5 Noted. Negotiations in relation to the protection provisions are currently progressing between the Applicants and Anglo American. The Applicants consider that the form of protective provisions included in the Draft DCO [REP2-002] are adequate to protect Anglo American and to ensure that the two projects can co-exist.</p>

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<p>whilst it is understood they will remain in their current form in the next draft DCO to be submitted at Deadline 2, the protective provisions under discussion between the parties are materially different from those in the draft DCO and more appropriately protect the position of Anglo American.</p> <p>7.5 The same can be said of the protective provisions to be inserted into the YP DCO by virtue of Article 9 of the draft NZT DCO. The protective provisions for the benefit of NZT in the YP DCO will effectively mirror the provisions in the NZT Order. Accordingly, once one set of provisions is agreed it is expected that agreement on the other protective provisions will follow shortly thereafter.</p> <p>7.6 Unless and until the agreements and protective provisions referred to above are agreed Anglo American maintains its objection to the draft DCO provisions including the compulsory acquisition powers sought.</p>	<p>7.6 The position of Anglo American is noted subject to the Applicants' comments above.</p>

4.0 RESPONSE TO CATS NORTH SEA LTD [REP2-081]

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<p>SUMMARY</p> <p>This written representation is submitted on behalf of CATS North Sea Limited (“CNSL”) in respect of the development consent order (“DCO”) application for the Net Zero Teesside Project (“the Project”) submitted by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited.</p> <p>CNSL do not object to the principle of the project, but have concerns that if the DCO is granted in its current form then it will unacceptably impact CNSL’s operations of national importance and have an adverse impact on public safety. CNSL’s main points of objection are:</p> <p>(a) The compulsory acquisition of land and rights in land occupied by CNSL is unnecessary and could cause material disadvantage to CNSL.</p> <p>(b) Compulsory acquisition of Plot 112 – the applicant has not suitably considered alternatives to the acquisition of plot 112.</p> <p>(c) There are safety concerns with the scheme and the protective provisions in the DCO are insufficient.</p> <p>Compulsory acquisition powers</p> <p>CNSL is the operator of the Central Area Transmission System (“CATS”). CATS includes the CATS terminal on and the CATS pipeline, which is a 36 inch diameter pipeline that is 404 km long. The CATS pipeline is classified as a “Major Accident Hazard” pipeline and is operated in compliance with the Pipeline Safety Regulations 1996. It is essential national infrastructure.</p> <p>The draft DCO allows the Applicant to impose restrictions on, or extinguish, private rights in land that is subject to compulsory acquisition of rights by the Applicant. Any restriction or extinguishment of CNSL’s private rights in respect of CATS will adversely impact their ability to operate and maintain the major accident hazard infrastructure per the applicable legal obligations. CNSL need to maintain access to the infrastructure at all times for inspection and maintenance purposes. CNSL consider that the draft DCO ought to be amended such that these powers should be restricted in relation to any private rights in land held by CNSL in respect of CATS infrastructure.</p> <p>Compulsory acquisition of plot 112</p> <p>The Applicant is proposing to acquire plot 112 to locate above ground infrastructure. The Applicant has not given sufficient regard to CNSL’s operations as the occupier of the CATS terminal site. CNSL is not opposed to the principle of above ground infrastructure being located within the CATS Terminal lease site, however it would wish to have that infrastructure located in a manner that minimises impact on CNSL. CNSL is not aware of the Applicant having carried out a detailed assessment of locations within the wider CATS Terminal site that the infrastructure could be located. The proposed infrastructure could adversely impact the ability of CNSL to conduct critical inspection and maintenance activities and rapidly investigate and rectify certain emergency situations.</p>	<p>See the Applicants’ response to the main Written Representation below.</p>

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<p>Furthermore, the acquisition of plot 112 will extinguish CNSL's private rights over that area of land. That could prejudice published development proposals of CNSL's parent company, Kellas Midstream Limited, in respect of the H2NorthEast Project.</p> <p>Protective provisions</p> <p>CNSL consider that the protective provisions contained in Part 5 of Schedule 12 of the draft DCO relating to the CATS pipeline corridor are not adequate given the particular risks associated with the CATS pipeline. CNSL consider that the protective provisions of the draft DCO could be amended to allow CNSL to withhold approval of plans where these will cause any adverse impact to the CATS pipeline and to strengthen the monitoring requirements to ensure that if damage was caused to the pipeline it was quickly identified. CNSL is continuing to engage with the Applicant in respect of the protective provisions and the application more generally.</p>	
<p>1. INTRODUCTION</p> <p>This representation is submitted on behalf of CATS North Sea Limited (company number 09250798) and having its registered office at Suite 1, 3rd Floor 11-12 St James's Square, London, United Kingdom, SW1Y 4LB ("CNSL") in accordance with rule 10(1) of the Infrastructure Planning (Examination Procedure) Rules 2010 in relation to an application under the Planning Act 2008 ("the 2008 Act") for a Development Consent Order ("DCO") for the Net Zero Teesside Project (Planning Inspectorate Reference: EN010103) ("the Project") submitted by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (together "the Applicant") to the Secretary of State. This representation expands upon CNSL's Relevant Representation.</p> <p>CNSL has an interest in land affected by the DCO application in terms of ss.42 and 44 of the 2008 Act.</p> <p>CNSL does not object to the principle of the Project, but is concerned that the DCO, if granted together with compulsory acquisition powers, would have an unacceptable impact on CNSL's operations and could give rise to significant issues of public safety. CNSL therefore objects to the draft DCO being granted in its current terms. CNSL's main points of objection are:</p> <p>The compulsory acquisition of land and rights in land occupied by CNSL is unnecessary and could cause material disadvantage to CNSL.</p> <p>Compulsory acquisition of Plot 112 – the applicant has not suitably considered alternatives to the acquisition of plot 112, which will adversely impact CNSL's interests.</p> <p>There are safety concerns with the scheme and the protective provisions in the DCO are insufficient.</p> <p>CNSL is engaging with the Applicant on the terms of the DCO, including the protective provisions.</p> <p>2. BACKGROUND TO CNSL'S OPERATIONS</p>	<p>The Applicants welcome CNSL's representation and in principle support for the Proposed Development. The Applicants are in regular dialogue with CNSL on both technical and commercial matters and are working towards a voluntary agreement in regards to plot 112, and have included adequate protective provisions in the Draft DCO [REP2-002]. The Applicants require powers of compulsory acquisition and temporary possession in order to be able to deliver the Proposed Development. The matters in sections 1 and 2 are considered further below as relevant.</p>

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<p>CNSL is the operator of the Central Area Transmission System (“CATS”). CATS is one of the largest UK North Sea natural gas transportation and processing systems and can carry over 48 MCMD (1700 mmscfd) of natural gas, which represents approximately 25% of daily UK gas demand. CATS transports gas from the Central North Sea to a terminal at Teesside. CATS includes the CATS terminal on Teesside situated within a 29-hectare site and the CATS pipeline, which is a 36 inch diameter pipeline that is 404 km long. The CATS pipeline is classified as a “Major Accident Hazard” pipeline and is operated in compliance with the Pipeline Safety Regulations 1996.</p> <p>CATS, including the CATS pipeline, is essential national infrastructure necessary for the operation at any one time of approximately 30 natural gas fields in the North Sea. Any incident which results in damage to the CATS pipeline or which would require the CATS pipeline to shut down would, amongst other things, have considerable impact upon the UK gas and electricity supplies to both the domestic and commercial markets.</p> <p>CATS Terminal Overview</p> <p>The CATS Terminal is a combination of pipeline and processing facilities owned by a group of international infrastructure, oil, gas and energy companies and operated by Kellas Midstream. Wood plc is appointed by Kellas Midstream as COMAH Operator of the CATS Terminal and Pipeline Operator of the CATS Pipeline. The CATS Terminal transports and treats gas on behalf of a number of customers.</p> <p>The system can currently handle more than 1.6 billion cubic feet of natural gas per day, enough to supply more than 8 million British homes.</p> <p>The CATS pipeline begins at a riser platform in the Central North Sea and transports gas some 250 miles (400km) to the CATS processing Terminal at Seal Sands, Teesside on the North East coast of England. At the Terminal, Natural Gas Liquids (NGLs) are removed and the gas is processed for delivery into the Transco National Transmission System (NTS).</p> <p>At the Terminal, which is situated within a 29-hectare site, there are two gas processing trains each of 600 million cubic feet per day capacity to process gas. These processing trains remove impurities (such as hydrogen sulphide removed by absorption treatment beds) and NGLs from the incoming gas. The processed natural gas (largely methane) is metered before leaving the Terminal and being fed directly into the NTS. The NGLs are fractionated into useable products, which meet tightly controlled specifications. The four products generated by this process are:</p> <p>Natural gas, largely methane</p> <p>Propane</p> <p>Butane</p> <p>Condensate</p>	

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<p>These products are transported through dedicated pipelines to the nearby facilities as raw materials or 'feedstock' for the chemical industry. The CATS feed and export pipelines are regulated, operated and maintained under the Pipeline Safety Regulations 1996.</p> <p>CATS 36" Pipeline (PL774)</p> <p>Physical Description</p> <p>The offshore section of the 36" CATS pipeline runs for 404km from the CATS Riser Platform to a Beach Valve Station at the pipeline landfall by Coatham Sands.</p> <p>The pipeline transports natural gas from the CATS Riser Platform (bridge linked to the North Everest Platform) in the Central Graben area of the North Sea to CATS Onshore Terminal at Seal Sands, Teesside.</p> <p>Third party shippers feed gas into CATS. The Everest, Lomond, Erskine and Fleming, Drake, Hawkins, Seymour, Maria and Revfields enter the 36" pipeline at the CATS Riser Platform. Gas also feeds into the pipeline at subsea tees as shown in Figure 1 below.</p> <p>Figure 1 Offshore Schematic of CATS Pipeline</p> <p>The onshore section of the pipeline passes mainly through industrial land before it reaches the CATS terminal at Seal Sands, Teesside (a total of 8 km) as shown in Figure 2 below.</p> <p>Pig launching facilities are installed on the CATS 36" gas pipeline at the CATS Riser Platform and pig receiving facilities at the CATS terminal. The CATS 36" gas pipeline pigging facilities are maintained in working order such that in-line inspection pigging operations can be conducted or as a requirement for operational pigging.</p> <p>At the CATS terminal the gas is processed and redelivered to CATS users by whom it is delivered to local industrial users and the National Transmission System.</p> <p>Figure 2 Onshore CATS Schematic Design and Operating Limits</p> <p>The CATS 36" gas pipeline has a design pressure of 179.3 barg and a design temperature of 60 degrees Celsius and holds an inventory of up to 49 x 10⁶ Sm³ of natural gas at normal operating pressure of around 135barg. The gas entering the pipeline is dehydrated using glycol contactors. Moisture content and corrosion rates are monitored and strictly controlled in accordance with contractual arrangements. The pipeline is designed for sour service for H₂S levels of 1500 ppm at design pressure. Current average H₂S levels are low at approximately 10 ppm.</p>	
<p>3. COMPULSORY ACQUISITION OF LAND OCCUPIED BY CNSL IS UNNECESSARY AND COULD CAUSE MATERIAL DISADVANTAGE</p>	<p>The Applicants require the ability to exercise compulsory acquisition powers as they must be able to execute the Proposed Development should the parties not reach a voluntary agreement. In circumstances where a voluntary agreement is reached, the Applicants need to retain their compulsory acquisition rights where CNSL is in breach or where there is a need to acquire or suspend third party</p>

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<p>3.1 The DCO creates extensive compulsory rights for the applicant over land occupied and/or utilised by CNSL as part of its operations. The relevant articles contained in Part 5 of the draft DCO do not take sufficient account of CNSL's obligations in terms of the safe operation and maintenance of the CATS pipeline and terminal.</p> <p>3.2 In terms of Article 26(1) of the draft DCO, all private rights over land to be acquired would be extinguished. This would extinguish CNSL's private rights over operational land in relation to plot 112, which is considered further below. Article 26(2) of the DCO allows the Applicant to impose restrictions on, or extinguish, private rights in land that is subject to compulsory acquisition of rights by the Applicant. Any restriction or extinguishment of CNSL's private rights in respect of CATS will adversely impact their ability to operate and maintain the major accident hazard infrastructure per the applicable legal obligations. CNSL need to maintain access to the infrastructure at all times for inspection and maintenance purposes.</p> <p>3.3 CNSL welcome the inclusion of the protective provisions in Part 5 of Schedule 12 of the draft DCO, however for the reasons detailed further below these are currently considered insufficient. CNSL consider that these powers should be restricted in relation to any private rights in land held by CNSL in respect of CATS infrastructure.</p> <p>3.4 The rights required by the Applicant could be granted on a voluntary basis by agreement between CNSL, the Applicant and the landowner. CNSL made this clear during the limited pre-application engagement.</p>	<p>rights. The Applicants preference remains to reach voluntary agreement with CNSL. The Applicants carried out extensive pre-application consultation, and since May 2021 the Applicants have held regular interface meetings with CNSL. Further details are set out in the Consultation Report [APP-068], Consultation Statement Proposed Changes [AS-048] and the SoCG (Document Ref. 8.18). The Applicants' preference is to conclude an agreement with CNSL for the necessary land and rights, but to ensure that the Proposed Development can be delivered, compulsory acquisition powers are required and justified.</p>
<p>4. COMPULSORY ACQUISITION PLOT 112</p> <p>4.1 Schedule 7 of the draft DCO states that plot 112 is being acquired in connection with Work No.2A and Work No.2B. Schedule 1 of the DCO details that Work No.2A is an underground high pressure pipeline. Work No.2B is above ground installations, including a compound for National Grid Gas plc's apparatus. The statement of reasons submitted with the Application states that this land is required for connecting the existing Sembcorp gas supply pipeline to the National Transmission System for gas and connecting the existing Sembcorp gas pipeline to the Gas Connection.</p> <p>4.2 Plot 112 is owned by PD Teesport Limited but is occupied by CNSL under a lease and forms part of the CATS Terminal site. The statement of reasons notes that engagement between the Applicant and PD Teesport Limited commenced in December 2019 and that the Applicant is seeking to reach agreement with PD Ports to ensure that the pipelines required for the Project can be developed without material disruption to the Landowner's development plans for Teesport. However, the Applicant has not given sufficient regard to CNSL's operations as the occupier of the site.</p> <p>4.3 CNSL is not opposed to the principle of above ground infrastructure being located within the CATS Terminal lease site, however it would wish to have that infrastructure located in a manner that minimises impact on CNSL. CNSL is not aware of the Applicant having carried out a detailed assessment of locations within the wider CATS Terminal site that the infrastructure could be located. CNSL have concerns that the development of the infrastructure proposed within plot 112 could impact on its ability deliver the sufficient volumes and flow rates of gas required for existing CATS terminal customers and for both the Project and the Sembcorp power stations. Furthermore, the proposed infrastructure could</p>	<p>4.1 The Applicants' selected plot 112 based on its strategic location being in close proximity to the National Transmission System (NTS), the CATS terminal, the TGPP terminal and the Seal Sands Road easement corridor. The Applicants acknowledge that plot 112 is within the CATS terminal site and forms part of the wider operational site..</p> <p>Throughout the pre-application phase, plot 112 has been identified as the location for Work No. 2B and part of Work No. 2A. During the pre-application and pre-examination phases, Work No. 2B was located within plot 112 for all options (1A, 1B and 2) within the draft DCO. Following the selection of option 2 by the Applicants, plot 112 remains essential for the Proposed Development.</p> <p>4.2 The Applicants have received confirmation from PD Teesport Limited that the Applicants should negotiate directly with CNSL on a sublease of plot 112, seeking to reach a voluntary agreement in support of the Proposed Development.</p> <p>4.3 As part of the discussions for a voluntary agreement, the Applicants are in discussion with CNSL on the above ground installations (Work No. 2B) within the CNSL terminal boundary. The Applicants consider that the size and location of plot 112 is appropriate and justified but is continuing to work with CNSL during FEED to address any design or operational concerns.</p> <p>However, it is important to note that plot 112 does not contain any current CATS infrastructure and there would no direct impact caused by locating Work No. 2B in plot 112. The Applicants anticipate operating the above ground installations in a similar manner to National Grid Gas plc's compound</p>

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<p>adversely impact the ability of CNSL to conduct critical inspection and maintenance activities and rapidly investigate and rectify certain emergency situations.</p> <p>4.4 CNSL consider that the Applicant has simply not undertaken the necessary detail of work to identify that plot 112 is the most suitable location for this infrastructure to be located. CNSL is not aware of any justification having been provided by the Applicant for this choice of location. The Applicant will require the consent of CNSL to connect to CATS directly. At this stage, no agreement has been reached to do so and, as such, there is currently no need for the Applicant to acquire plot 112.</p> <p>4.5 Furthermore, the acquisition of plot 112 will extinguish CNSL's private rights over that area of land. CNSL's parent company, Kellas Midstream Limited, has published plans to develop H2NorthEast, which is a strategic initiative to build a 1GW facility producing low carbon, blue hydrogen utilising UK North Sea natural gas that is already processed at the existing CATS Terminal. Although that project is in the early stages of development, CNSL wish to minimise the loss of any land from its lease of the CATS terminal site, which might be utilised as part of the H2NorthEast project. H2NorthEast would be co-located within the CATS terminal site to enable it to access gas supplies and benefit from cost synergies associated with sharing plant utilities. The plant will require a significant area of land within the terminal site for the new processing facilities, as well as a direct connection to CATS and various pipeline routes. Plot 112 is land where this infrastructure might be located. The land take will potentially prejudice the delivery of the new project. This impact is unnecessary and would be avoidable with further consultation with CNSL. CNSL consider that more work should have been undertaken by the Applicant, and more significant engagement with CNSL to ensure any above ground infrastructure was located at a suitable location for both parties.</p>	<p>located within the CNSL terminal boundary. The Applicants assessed an alternative location for Work No. 2B, adjacent to the CATS terminal site, a technical assessment of the alternative concluded that:</p> <ul style="list-style-type: none"> • It would increase the length of connections to the NTS and the Semcorp South Pipeline • Increase the engineering and construction complexity due to the number of crossings of existing apparatus • Increase the overall construction risk due to the additional crossing <p>4.4 As per paragraph 4.1, the Applicants selected plot 112 based on its strategic location. In order to deliver the scheme the Applicants need to secure a connection to the NTS.</p> <p>4.5 See paragraph 4.3, the Applicants believe that both projects can be constructed and operated without detriment to the other party and are continuing to work with CATS to address areas of concern.</p>
<p>5 INSUFFICIENT PRE-APPLICATION ENGAGEMENT</p> <p>5.1 The Applicant's pre-application consultation was insufficient and the applicant failed to comply with guidance issued by the Department for Communities and Local Government, "Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land" (September 2013) (the "Guidance") in seeking to use powers of compulsory acquisition.</p> <p>5.2 Paragraph 8 of the Guidance states: "The applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored. The applicant will also need to demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate."</p> <p>5.3 Paragraph 25 of the Guidance states inter alia: "Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail."</p> <p>5.4 The Applicant should have carried out more detailed consultation with CNSL to find a solution that could facilitate the Applicant's scheme without causing harm to CATS. The Applicant should have</p>	<p>The Applicants' response in relation pre-application engagement is set out above. As also noted, the Applicants' preference is to secure land and rights by agreement, and it has sought powers of compulsory acquisition alongside those negotiations, in order to ensure that the Proposed Development can be delivered. Without those powers it is unlikely that all the agreements required with a number of different land owners will be achieved, and the substantial benefits of the Proposed Development will not be achieved. The Guidance notes (at paragraph 25) that "Where proposals would entail the compulsory acquisition of many separate plots of land (such as for long, linear schemes), it may not always be possible to acquire by agreement each plot of land. Where this is the case it is reasonable to include provision authorising compulsory acquisition covering all the land at the outset." Paragraph 26 also notes that "Applicants should consider at what point the land they are seeking to acquire will be needed and, as a contingency measure, should plan for compulsory acquisition at the same time as conducting negotiations. Making clear during pre-application consultation that compulsory acquisition will, if necessary, be sought in an order will help to make the seriousness of the applicant's intentions clear from the outset, which in turn might encourage those whose land is affected to enter more readily into meaningful negotiations." The Applicants' pre-application notices and publicity made clear that such powers would be sought, and the Applicants have planned for and sought powers of compulsory acquisition accordingly.</p> <p>As noted above, the Applicants are discussing the possibility of securing a sub-lease of the land required for WN2B (the AGIs) by agreement, and which is not a route which can be sought via compulsory</p>

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<p>engaged with CNSL as part of its discussions with PD Teesport Limited to ascertain if the necessary rights could be granted to develop the above ground infrastructure within the CATS terminal lease site without the need for these to be acquired compulsorily and extinguishing CNSL's rights. For example, a sub-lease may have been sufficient for these purposes, rather than the Applicant acquiring ownership. CNSL remains open to dialogue with the Applicant for the rights to be granted voluntarily.</p>	<p>acquisition powers. The powers sought over the Order land, including Plot 112, are those which are required to deliver the Proposed Development.</p>
<p>6 THE COMPULSORY ACQUISITION ORDER PLANS</p> <p>6.1 CNSL consider that the compulsory acquisition order plans are insufficient, as they omitted relevant existing infrastructure, such as the CATS pipeline. As part of their response to the Examining Authority's first written question CNSL have submitted plans showing the location of their infrastructure overlaid on the NZT Order Land. These plans have been prepared with the assistance of the Applicant.</p>	<p>The Applicants are aware of the existing CATS pipeline infrastructure and have been through the pre-application stage, and note that the CATS pipeline is for instance shown on 4.7.1 Rev 3 - Gas Connection and AGI Plans Sheet 1-7 [AS-155 to AS-161]". Considering that the Proposed Development relies on constructing a number of linear pipeline routes from North and South Tees to the PCC site, interactions with existing apparatus (including the CATS pipeline) are unavoidable.</p> <p>It has always been the Applicants' intention to work with the operators of existing apparatus to minimise and appropriately mitigate any interactions. The Applicants established quarterly engagement meetings with the technical team operating the CATS pipeline in 2021 and more recently in 2022 these engagements have become monthly.</p>
<p>7 SAFETY ISSUES AND THE PROTECTIVE PROVISIONS</p> <p>7.1 The scheme may have severe operational impacts and safety implications for the CATS "Major Accident Hazard" gas pipelines, 6" product pipelines to Sabic and Navigator, Beach Valve Station, and associated infrastructure. There are concerns with the proximity of the proposed development, including pipeline crossings, cable crossings, the long term effects of induced AC voltages on the pipelines and sterile zones required for the compressor station.</p> <p>7.2 The Health and Safety Executive place responsibilities on both CNSL and the landowners along CATS pipeline routes to ensure the continued safe operation of CATS underground pipelines. The greatest threat to CATS pipelines is accidental damage resulting from third party works. CNSL undertakes a number of risk reduction measures including regular foot, road and aerial surveillance.</p> <p>7.3 CNSL has published a number of guidance documents for parties undertaking works near CATS:</p> <ul style="list-style-type: none"> a) CATS Wayleaves Guidance for Landowners and Third Parties, Doc Number: CAT-PPI-PRC-019; b) CATS Conditions and Restrictions for Work Activities in Close Proximity to CATS Pipelines, Doc Number: CAT-PPI-PRC-020; and c) CATS Procedures for the Excavation and Backfill of CATS Pipelines, Doc Number: CAT-PPI-PRC-021 <p>These documents are included at Appendices 1 – 3 of this representation.</p> <p>7.4 Through these procedures, CNSL approves and may choose to witness or directly supervise at CNSL discretion, all works that may impact upon pipelines and request notification of any proposed works within 50m of a pipeline that could move within the pipeline wayleave. It is the responsibility of landowners and developers to advise CNSL of any works proposed by contractors that could result in potential damage to the CATS pipelines.</p>	<p>Through regular technical meetings with CNSL's pipelines group, the Applicants are familiar with the controls and protections in place to ensure the safe and continued operation of the CATS pipelines. The Applicants are familiar with working within similar constraints, such as execution of work within existing, operational facilities. The Applicants welcome the clarity the guidance documents provide and their nominated FEED contractor is incorporating this knowledge into the design, routing and construction methodology of the Proposed Development.</p> <p>The Applicants are in negotiation with CNSL with regards to the protective provisions and will consider the matters raised for inclusion in the updated Draft DCO to be submitted at Deadline 4. As noted above, the Applicants require powers of compulsory acquisition in order to deliver the Proposed Development.</p>

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<p>7.5 CNSL welcomes the inclusion of Part 5 of Schedule 12 of the draft DCO, which includes certain protective provisions for the CATS pipeline corridor and incorporated the above noted guidelines. However, in their present form these are not considered adequate given the particular risks associated with the CATS pipeline. By way of example only and to illustrate some of the inadequacies:</p> <ul style="list-style-type: none"> a) Paragraph 58(2) of Schedule 12 of the draft DCO sets out that CNSL must be able to reasonably demonstrate that the Project would “significantly adversely” affect the safe operation of the CATS pipelines before they can withhold their consent to works plans. Given the nature of the CATS pipeline and its status as a Major Hazard gas pipeline, any adverse impact on the ability for CATS to operate it safely is unacceptable and represents a potential danger to the public. b) Restrictions on use of explosives for blasting should be restricted over a wider area than is contained in the protective provisions. c) Provision should be made for monitoring for any damage to the pipeline while works are ongoing and detailing steps that must be taken if damage occurs. d) As set out at section 3 above, if the powers contained in the draft DCO that allow the Applicant to restrict or extinguish private rights in land are exercised in relation to the CATS pipeline, that could adversely impact CNSL’s ability to operate and maintain the CATS pipeline. Those powers should not be exercisable in relation to any rights relating to CATS. 	
<p>8 FURTHER PARTICIPATION IN THE EXAMINATION PROCESS</p> <p>8.1 CNSL will be happy to provide additional detail in respect of the matters contained in this representation.</p> <p>8.2 CNSL will continue to engage with the Applicant in respect of the application.</p>	<p>The Applicants note CNSL’s comments.</p>

5.0 RESPONSE TO CLIENT EARTH [REP2-079]

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<p>1. In its Deadline 1 comments (REP1-045), the Applicant has rejected the need for provisions being included in the DCO that secure the capture and storage of carbon dioxide produced by the generating station. It has done so primarily on the basis that these would be unnecessary as they would overlap with obligations included in the relevant Environmental Permit, Dispatchable Power Agreement (DPA), carbon dioxide storage licence and carbon dioxide pipeline consent.</p> <p>2) Having considered the Applicant's comments, ClientEarth maintains the need for the DCO to secure these aspects of the proposed development and makes the following points in response:</p> <p>a) With respect to the Environmental Permit, ClientEarth is not aware of any indication, much less assurance, that the proposed development's Environmental Permit will require that the generating station is operated only when the project's carbon capture infrastructure is also in operation – at a particular capture rate or otherwise. The Applicant has also not cited any evidence in support of this proposition.</p> <p>b) In respect of any future DPA:</p> <p>i) The government's latest draft DPA terms – included for reference at Annex C to this document – are currently subject to consultation. They are also expressly subject to the disclaimer included in the consultation document (Annex D) that they:</p> <p>(1) "remain subject to further development by the government in consultation with relevant regulators and the devolved administrations as well as subject to Parliamentary approval of any necessary legislative amendments and to ensure consistency with subsidy control principles";</p> <p>(2) "do not therefore constitute an offer by government and do not create a basis for any form of expectation or reliance"; while</p> <p>(3) "BEIS reserves the right to review and amend these square bracketed provisions, and all other provisions set out in the DPA".¹</p> <p>ii) It is inherently uncertain that any DPA will be entered into with the Applicant, on the current draft terms or otherwise – or that such contracts will remain in place over the life of the development. Indeed, the consultation disclaimer emphasises that even as a general matter "<i>[t]he draft DPA does not indicate any willingness or agreement on the part of the BEIS to enter into, or arrange the entry into, the DPA.</i>"²</p> <p>iii) The draft DPA terms only require a monthly average capture rate of <u>70%</u>, with significant grace periods for lower capture rates (see, e.g., the definition of "<i>minimum CO2 capture rate</i>" at p. 41 of Annex C and the consequences of failure to comply with minimum CO2 capture rate set out at pp 138-141 of Annex C). Higher rates may indeed be "<i>incentivised</i>" by the DPA as the Applicant suggests – to the extent that a DPA is entered into in the current form or at all – but clearly they are not required or ensured.</p> <p>c) In respect of the storage of captured carbon dioxide:</p> <p>i) The Applicant has referred to the current draft Requirements Schedule including a requirement for a carbon dioxide storage licence to be in place before the proposed development can commence construction, and the Applicant now proposes to include a similar requirement in respect of the offshore carbon dioxide transport pipeline. However, neither of these provisions would require that the carbon dioxide captured from the generating station be supplied to the carbon dioxide gathering network for onward permanent storage offshore, as assumed in the environmental statement.</p>	<p>1. The Applicants have responded in full to Client Earth's WR below but would direct the Examining Authority in particular to its response at paragraph 5 which deals with the changes to Requirement 31 of Schedule 2 of the dDCO submitted at Deadline 2 [REP2-003]. The Applicants consider the amended Requirement 31 achieves the same "overall obligations" as set out in the draft Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order and which Client Earth has indicated it would be "content with" and "address the same fundamental concerns".</p> <p>2a) The Environmental Permit will control the required capture rate in accordance with the use of Best Available Techniques (BAT), and the measurement of carbon emissions across all operating regimes and exceptions. The verification of the installation that will be carried out annually for the UK Emissions Trading Scheme (UK ETS) will result in published data on carbon emissions from the Proposed Development. In addition, the Environmental Permit will require the capture plant to be built to achieve a 90% or greater capture rate of CO₂ – the Applicant anticipates that the EA will utilise the UK Emissions Trading Scheme monitoring, reporting and verification to verify performance.</p> <p>The Applicant interprets the concern as being that the generating station, once constructed and commissioned and brought into commercial use with the carbon capture plant, would then not be operated so as to capture the carbon emissions generated. The Applicant has no intention of this, and it will not be possible to do this, as explained above, given that it would be unlawful for the undertaker to operate the generating station other than in accordance with any Dispatchable Power Agreement (DPA), entered into along with the mandatory Environmental Permit and ETS controls, and noting the controls proposed in Requirement 31.</p> <p>2b) The Applicants do not seek to rely solely on the draft Dispatchable Power Agreement (DPA) business model to govern the efficient capture, transport and storage of the CO₂ produced by the generating station. The Applicants' position is that the environmental permit and DCO will together provide a complete and robust set of measures to achieve the foregoing objectives, irrespective of whether the DPA business model is adopted in its current form by Government, or subject to further changes, and regardless of whether the generating station is ultimately selected as an emitter or a DPA is entered into by Net Zero Teesside Power Limited.</p> <p>Notwithstanding the Applicant's primary position above, the Applicants make the following comments:</p> <ul style="list-style-type: none"> The DPA plainly provides a strong incentive to operate the generating station in a way that captures a high proportion of CO₂ emissions. It is structured so that the frequency and level of payments for electricity are linked to the proportion of post-production carbon that is captured. There are also penalties (including suspension of payments) where minimum capture rates are not achieved. It follows that in addition to complying with regulatory controls under the EP and DCO, there are compelling reasons for the Applicants to operate the plant as efficiently as possible (well above the 70% "minimum"). Conversely this also clearly disincentivises construction or operation of the generating station in a way that would reduce or suspend a primary revenue stream for the project, breach the requirements of the EP and DCO, and risk enforcement proceedings (including criminal sanctions).

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<p>ii) The Applicant has also suggested that requiring the captured carbon dioxide to be stored offshore could “stifle innovation” regarding the possible use of the carbon dioxide without its eventual emission into the atmosphere. However, this is not the basis upon which the proposed development has been assessed in the environmental statement, and any environmental harms and risks involved in any such usage of the carbon dioxide should be identified and assessed before being permitted by the terms of the DCO. ClientEarth would also welcome clarification from the Applicant as to whether it has identified any approaches to using any carbon dioxide captured from the generating station in this way.</p>	<ul style="list-style-type: none"> • The Applicants acknowledge that there is no guarantee that the DPA will be entered into. However, the competitive process for emitters was launched in Q4 2021, with bids by individual emitter projects within the clusters submitted in January 2022. Net Zero Teesside Power Limited submitted a bid to be part of the first selection of emitter projects to tie into the wider carbon dioxide transportation and storage network at Teesside. BEIS is currently assessing these bids and will announce the successful emitter projects – a decision is expected shortly (July 2022). The Examining Authority is directed to pages 7 – 9 of the Applicants Written Summary of Oral Submission for Issue Specific Hearing 1 (ISH1) [REP1-035] for further information. Should the bid be successful, it is anticipated that Net Zero Teesside Power would enter into a DPA and that the operation of the generating station would necessarily need to come forward in tandem with a full chain capture, transportation and storage solution. • The Applicants accept that the DPA terms may change prior to adoption and that until entered into have no legal effect. However, the fundamental objective of the DPA is to provide a contractual framework for Power CCUS and in doing so create a revenue mechanism for the production of low carbon generating capacity. In the context of achieving legally binding emissions targets and applying current Government policy, it is entirely reasonable and logical to expect that incentivising the efficient capture of CO₂ emissions will remain at the heart of the scheme that the Government ultimately adopts. • The DPA design has been developed following engagement with CCUS expert groups, industry and relevant regulators. It has been through multiple rounds of refinement since the initial consultation on CCUS business models in July 2019 with updates on the scheme published in December 2020, May 2021, October 2021 and November 2021. A full version of the DPA business model and terms was then the subject of consultation in June 2022. The Applicants accept there is no guarantee that the proposals will not change before adoption and acknowledge that the draft DPA (as one would expect) makes clear that it is not to be treated as a contractual commitment by BEIS. However, the prospect of wholesale changes to the DPA business model and terms, such that they remove or water down the incentive to capture carbon from generating stations, is considered to be very low. <p>2c)i) The Applicants do not agree that Requirement 31 should be further amended to require that the CO₂ captured from the generating station must be supplied to the CO₂ gathering network for onward permanent storage. The Examining Authority is directed to the Applicants' response to paragraph 4 for details of how the elements of the Proposed Development that are required for the capture, transport and storage (WN1C, WN7 and WN8) of CO₂ from the generating station are required to come forward in tandem with the operation of the CCGT (WN1A). ES Chapter 4 [AS-019] states that in abated mode, the low-pressure compressed CO₂ output from the Carbon Capture Plant will pass to that part of the medium pressure CO₂ Gathering Network within the PCC site and then to the High Pressure Compressor.</p> <p>2c)ii) The Applicants comments regarding “stifling innovation” were in direct response to Client Earth’s proposal in their Relevant Representation [RR-004] that a DCO Requirement should be imposed requiring that captured emissions “must” be “stored permanently in the proposed offshore geological site”. As set out more fully in response to paragraph 3a) and 3b) of the WR, the Applicants accept (and have included)</p>

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	<p>the imposition of a Requirement that will prohibit the operation of the generating station until the infrastructure for the capture, transportation and storage of CO₂ has been consented and that this infrastructure (so far as it forms part of the Proposed Development) is constructed and ready to become operational at the same time as the generating station. Alongside the environmental permitting regime, this will provide a suite of controls that avoids the release of CO₂ emissions from the generating station into the atmosphere, subject to reasonable operating exceptions. The infrastructure that would support the onshore use of CO₂ is not the subject of the DCO application and would require separate consent(s) if and when such development came forward. Any environmental harms and risks would need to be assessed at that time and be mitigated through the imposition of new conditions or requirements under those consents. The onshore use of CO₂ does not form part of the DCO Application, nor is it assessed in the Environmental Statement.</p>
<p>3) In view of the above, ClientEarth maintains that there is a need for the draft DCO to include provisions that secure the capture and storage of carbon dioxide produced by the generating station in line with the assumptions in the environmental statement. These aspects of the proposed development are fundamental to its planning merits and are the basis upon which the application is currently being assessed. In particular, there are currently no provisions in the draft DCO to require that, subject to reasonable operating exceptions:</p> <ul style="list-style-type: none"> a) the generating station will only be operated commercially with carbon capture; b) a minimum carbon dioxide capture rate of 90% will be achieved during commercial operation of the generating station; and c) all captured carbon dioxide will be supplied to the carbon dioxide gathering network for onward permanent storage offshore. <p>4) To assist the Examining Authority's consideration of the issue, ClientEarth has set out in Annex A illustrative drafting of provisions that could be inserted into the Requirements Schedule to secure the above aspects of the proposed development.</p> <p>5) In the pending DCO process for the proposed Keadby 3 carbon capture gas power station, the applicant in that examination has proposed a number of changes to the definitions of its preferred DCO to secure these aspects of the development and to address the same fundamental concerns raised by ClientEarth. These are shown in track changes in Annex B. ClientEarth would also be content with this approach being taken in respect of this DCO, provided that the scope of any such changes are sufficient to impose the same overall obligations on the Applicant / undertaker as under the Keadby 3 applicant's preferred DCO.</p> <p>6) ClientEarth would be happy to provide any additional information or clarification if it would assist the Examining Authority.</p> <p>[Refer to [REP2-079] for Annexes]</p>	<p>3a) and 3b) The Applicants retain their position that operational arrangements at the generating station, including the need for the generating station to operate with carbon capture and achieve a 90% minimum capture rate, are more appropriately controlled by the Environmental Permit (EP) and that the imposition of a DCO requirement governing these matters would duplicate and potentially conflict with the conditions of the EP. In addition to paragraph 2a above, the Examining Authority is directed to the Applicants' responses to GEN.1.22, GEN.1.23 and AQ.1.2 of the Examining Authority's Written Questions [REP2-016] which together set out how the EP would secure carbon capture and a minimum capture rate through Best Available Techniques (BAT) requirements (which must in turn comply with EA guidance for post-combustion carbon dioxide).</p> <p>NPS EN1 states that requirements should comply with 'The use of conditions in planning permissions: Circular 11/95' or its successor. The National Planning Practice Guidance (the NPPG, updated 23 July 2019) now sets out the Government's policy for conditions, stating the same tests as those above in NPS EN-1. The Applicants consider that a Requirement that duplicates the condition of an EP would plainly fail the tests of necessity and reasonableness. Furthermore, the potential for conflict with the EP (or at least the absence in the DCO requirement of the technical detail that would ordinarily be included in the EP) means the requirement is likely to lack precision such that it may be difficult to ascertain what must be done to comply with it. That would also raise concern as to its enforceability.</p> <p>The Applicants also note that NPS EN1 specifically addresses how the Secretary of State should take account of other regulatory regimes, as follows: "In considering an application for development consent, the IPC should focus on whether the development itself is an acceptable use of the land, and on the impacts of that use, rather than the control of processes, emissions or discharges themselves. The IPC should work on the assumption that the relevant pollution control regime and other environmental regulatory regimes, including those on land drainage, water abstraction and biodiversity, will be properly applied and enforced by the relevant regulator. It should act to complement but not seek to duplicate them." (paragraph 4.10.3).</p> <p>For the foregoing reasons, the Applicants see no reasonable basis for including a DCO Requirement regulating the need for the generating station to operate with carbon capture and achieve a 90% minimum capture rate. These are matters that fall squarely within the scope of the EP for the generating station. To provide further comfort, and remove any possibility of the environmental impacts associated with the construction or operation of the Proposed Development (as a whole) without certainty as the</p>

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	<p>controls under the EP, Requirement 31(1)(b) of Schedule 2 of the DCO specifies that the EP must be approved prior to the commencement of any part of the Proposed Development (except permitted preliminary works).</p> <p>The regulation of the capture of CO2 is a matter that must rest with the Environment Agency in its capacity as regulator under the environmental permitting regime and who has the experience and expertise to impose appropriate operational controls. For the reasons more fully set out paragraph 2a the Secretary of State can have a high degree of confidence that the requirements requested at paragraph 3a) and 3b) of Client Earth WR will be secured in the EP conditions for the generating station.</p> <p>3c. The Examining Authority is directed to the Applicants' response at paragraph 2c)i) above.</p> <p>4.The Applicants respond to the proposed drafting at Annex A of Client Earth WR as follows:</p> <p>31(1) This specifies that Work No. 1A (CCGT) may not be brought into commercial use without Work No. 1C, Work No. 6 and Work No. 7 also being brought into commercial use. The Applicants would direct the Examining Authority to R31(3) of the DCO submitted at Deadline 2 [REP2-003] which achieves the same objective of requiring all of the components of the Proposed Development (WN1C, 7 and 8) required to capture and support transportation and storage of the CO2 to be brought into commercial use on or before the CCGT (WN1A) becoming operational. The Examining Authority is directed to the Applicants' response at paragraph 2c)i) which sets out why the CO2 Gathering Network (WN6) is not required to capture, transport or store CO2 from the generating station and therefore should not form part of Requirement 31.</p> <p>31(2) The Applicants do not consider this requirement to be appropriate. The Examining Authority is directed to the Applicants' response at paragraph 3a) and 3b) above. The Applicants would add that Client Earth's proposal to make the 90% capture requirement "<i>subject to any specified operating exceptions or lower capture rates in the environmental permit</i>" serves to demonstrate that the imposition of a DCO Requirement risks duplication and conflict with the EP conditions. The reference to achieving "<i>at least 90% capture at all times</i>" is also an example of a Requirement potentially falling short in terms of compliance with the test of precision and enforceability under planning conditions guidance in NPPG, updated 23 July 2019. The methodology and time period for calculating a 90% capture rate is a technical matter that should more appropriately be addressed in the EP.</p> <p>31(3) The Applicants do not consider this requirement to be appropriate. The Examining Authority is directed to the Applicants' response at paragraph 2c)i).</p> <p>5. The Applicants consider that the revised drafting of Requirement 31 in Schedule 2 of the DCO submitted at Deadline 2 [REP2-003] is very similar and achieves the same objectives as the revised drafting of Requirement 33 in Schedule 2 of the draft Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order (included at Annex B of Client Earth's WR). The only discernible differences are that R33(1) of the Keadby 3 DCO seeks to carve-out construction laydown works in addition to permitted preliminary works before the details of the permits for the capture, transport and storage of CO2 must be submitted to and approved by the relevant planning authority, and that R33(1) of the Keadby 3 DCO requires evidence of the DCO for the gathering network to be submitted to and approved by the relevant</p>

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	<p>planning authority. Neither of these matters are relevant in respect of the Proposed Development. As indicated in their WR, the Applicants would welcome confirmation from Client Earth that Requirement 31 of the dDCO achieves the same overall objectives and that their objection is removed on that basis.</p> <p>6. No comment.</p>

6.0 RESPONSE TO CLIMATE EMERGENCY PLANNING AND POLICY [REP2-061]

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<p>Summary</p> <p>I maintain my objection (as in my relevant representation) to the Net Zero Teesside project on the basis that carbon capture and storage (CCS) technology is not the best way to decarbonise the UK energy system, and a preferable technology is maximising the optimum balance of solar, wind and energy storage technologies. This latter technology is here, getting cheaper quickly, and can provide dispatchable energy on the same timeframe as the NZT project (ie: starting to supply power in 2027).</p> <p>The applicant has failed to make quantifications and assessments of the greenhouse gas (GHG) emissions associated with the project from a) the full lifecycle of the gas combusted in the power station, and b) the cumulative effects with GHGs from other existing and/or approved projects. In particular, upstream and downstream methane emissions have not been included in the Environmental Statement. This has led to an incorrect carbon intensity being calculated and assessed for the scheme.</p> <p>When methane is included, there is a range for the full life-cycle GHGs from the project, and this will vary depending upon the stability of the gas supply chain. Proper assessment of the methane leakage for the project has become very crucial, as recent policy and science are requiring deep cuts to methane emissions to help reduce the immediate impacts of global heating over this, and the next, decade. In particular, the Global Methane Pledge which the UK signed and promoted under its COP26 presidency, provides a new policy context, and an international promise and obligation on the UK Government.</p> <p>The science is explained as succinctly as possible, with further material as appendices, in the Written Representation, and the following key points are presented:</p> <ul style="list-style-type: none"> • The EIA has underestimated the Climate Change impacts of the CCGT power station as no full lifecycle GHG assessment has been done. • The cumulative effects of the project on GHGs with other existing and/or approved projects has not been assessed, breaching the EIA Regulations. • The Environmental Statement does not follow the best practice for EIA for a cumulative assessment of greenhouse gas emissions, with local and regional and sectoral assessment of the project. • It is premature to rely on any carbon capture rate greater than 90% being achieved. • Assuming a stable gas supply chain which uses UK produced gas, and which reduces methane leakage to 0.2% by 2025, gives the most optimistic carbon intensity for the project. This is still over 60% greater than that reported by the Applicant. The applicant has, therefore, not correctly described how the project will operate. <p>Should the project go ahead, early and radical methane leakage reductions are essential in the project's fuel supply chain and have the potential to contribute towards reducing global heating over the next</p>	<p>Chapter 21: Climate Change [APP-103] presents the assessment of greenhouse gas (GHG) emissions in relation to the Proposed Development. The assessment presented in the Environmental Statement (ES) was undertaken in line with guidance published by the Institute for Environmental Management and Assessment (IEMA) in 2017 for assessing the significance of GHG emissions from a project for EIA. IEMA published an updated version of this guidance in February 2022 (IEMA Guide Assessing Greenhouse Gas Emissions and Evaluating Their Significance, 2nd Edition) (and therefore subsequent to acceptance of the Application for examination and the assessment undertaken). While this update provides more granular guidance for contextualising the impact of GHG emissions from a project, it would not change the outcome of the assessment presented in Chapter 21: Climate Change [APP-103].</p> <p>The main points made in the Climate Emergency Policy and Planning (CEPP) WR and which the Applicants respond to in this section:</p> <ol style="list-style-type: none"> Whether the EIA has underestimated the Climate Change impacts of the CCGT power station as no full lifecycle GHG assessment has been done. Whether the cumulative effects of the project on GHGs with other existing and/or approved projects have been adequately assessed. Whether the Environmental Statement follows best practice for EIA for a cumulative assessment of greenhouse gas emissions, with local and regional and sectoral assessment of the project. Whether it is premature to rely on any carbon capture rate greater than 90% being achieved. Whether the Applicants have correctly described how the project will operate considering a stable gas supply chain which uses UK produced gas, and which reduces methane leakage to 0.2% by 2025. Whether the Environmental Statement needs to be extended to include annual projections (targets) of the carbon intensities of the gas power station, based on full life-cycle analysis, in which methane leakage is rapidly curtailed in line with the methane reduction pathway implied by the International Energy Authority analysis (i.e. 66% reduction by 2030 from 2020). Whether the DCO should be updated to include a requirement that the project can only operate when the feedstock gas is produced with a carbon intensity less than, or equal to, the IEA compliant annual projections in the Environmental Statement (previous bullet). Whether the Applicants must provide information on the impact to a) the national target of 50GW offshore wind by 2030, and b) government (BEIS) and CCC trajectories for offshore wind development post-2030 to 2050 of the carbon store licences associated with the project. <p>Bullet points a and e: Full lifecycle assessment of natural gas</p> <p>CEPP's Points 'a' and 'e' are based on the assertion that <i>"the applicant has failed to make quantifications and assessments of the greenhouse gas (GHG) emissions associated the full lifecycle of the gas combusted in the power station. In particular, upstream and downstream methane emissions have not been included in the Environmental Statement. This has led to an incorrect carbon intensity being calculated and assessed for the scheme."</i> CEEP also asserts that <i>"recent scientific research shows that, in a full life-cycle analysis, methane leaks during gas production, transport, and consumption add significant greenhouse gas (GHG) emissions to the generation of energy in gas power stations"</i> and</p>

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<p>three decades. Although not building the project, and not extracting and burning the gas which it requires would provide a greater contribution to reducing climate change impacts.</p> <ul style="list-style-type: none"> • The Environmental Statement must be extended to include annual projections (targets) of the carbon intensities of the gas power station, based on full life-cycle analysis, in which methane leakage is rapidly curtailed in line with the methane reduction pathway implied by the International Energy Authority analysis (ie 66% reduction by 2030 from 2020). • The DCO should be updated to include a requirement that the project can only operate when the feedstock gas is produced with a carbon intensity less than, or equal to, the IEA compliant annual projections in the Environmental Statement (previous bullet). 	<p>references a number of recent scientific studies highlighting the impacts of methane leakage in the natural gas supply chain which range from a 0.20% to 8.00%.</p> <p>GHG emissions presented in the Chapter 21: Climate Change [APP-103] of the ES considered the direct impact of GHG from the combustion of natural gas in the generating station. Upstream emissions associated with the supply of the gas were not included in the ES assessment in line with then current IEMA Guidance as these emissions are outside the scope and control of the Proposed Development, recognising that under the revised IEMA Guidance (IEMA Guide Assessing Greenhouse Gas Emissions and Evaluating Their Significance, 2nd Edition, February 2022), it would now be considered good practice to include consideration of these emissions.</p> <p>In their published data set 'GHG conversion factors for company reporting', BEIS/Defra provide GHG emissions factors for both direct emissions from the combustion of fuels but also indirect emissions from Well-To-Tank (WTT) i.e. indirect emissions associated with extraction, refining and transportation of the raw fuel sources to an organisation's site (or asset), prior to combustion. This also takes into account leakage in the supply chain. It is possible to use the emissions factors presented by BEIS/Defra to calculate WTT emissions, including leakage, associated with the supply of natural gas to the proposed generating station using the updated IEMA methodology. Based on the latest set of BEIS/Defra factors this would increase GHG emissions reported in the GHG assessment presented in Chapter 21: Climate Change [APP-103] but <u>this would not change the significance of effects in the assessment included in Chapter 21.</u></p> <p>An updated assessment of GHG emissions applying the updated IEMA Guidance (February 2022) and including the BEIS/Defra emissions factors will be submitted at Deadline 5 (2nd August 2022 to confirm this position).</p> <p>Bullet point b: cumulative effects of the proposed scheme with other development</p> <p>While the EIA Regulations place a requirement to assess the cumulative impact of a scheme with other schemes (usually by reference to those being brought forward in a geographically bound area linked to the nature of the relevant impact), IEMA acknowledged in their updated guidance published in February 2022 that the approach to cumulative assessment for GHG emissions differs to that for many EIA topics. GHG emissions impacts and resulting effects are global rather than affecting a local area. The February 2022 IEMA Guidance therefore notes that 'Effects of GHG emissions from specific cumulative projects therefore in general should not be individually assessed, as there is no basis for selecting any particular (or more than one) cumulative project that has GHG emissions for assessment over any other'.</p> <p>While there is generally no basis for selecting any particular project for cumulative assessment, IEMA do state it may be relevant to consider the cumulative contribution of other emissions sources where they are important to centralise emissions impact.</p> <p>As part of the Applicants Response to the Examining Authorities Written Questions [REP2-016], question CC 1.5, information on the cumulative carbon emissions for the Proposed Development and the offshore transport and storage works will be provided at Deadline 5 (2nd August 2022). To provide a consistent approach the Applicants will undertake an assessment of the offshore Scheme emissions following the</p>

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	<p>same approach used for the NZT DCO application i.e. in line the updated with IEMA guidance for assessing the significance of GHG emissions and using the approach for calculating emissions provided by BEIS/Defra. The scope of the offshore assessment will take into consideration all key emissions sources associated with the construction and operation of the scheme. Construction emissions will consider embodied carbon in materials used to build the scheme, fuel use for construction activities, waste disposal, water use and transportation and transportation of construction workers. Emissions from the operation of the Scheme will take into account emissions from use of vessels and the proposed jack up rig, fugitive GHG emissions from leaks, energy use for well interventions and washing GHG and also drilling activities. Emissions stored by the Scheme will be reported as a benefit. The output of this assessment is also to be submitted at Deadline 5 (2nd August 2022).</p> <p>Bullet Point c: best practice for EIA for a cumulative assessment of greenhouse gas emissions, with local and regional and sectoral assessment of the project</p> <p>GHG emissions presented in the ES have been contextualised against national carbon budgets where it is concluded that GHG emissions from the scheme are considered as having a 'low increase' magnitude and are therefore classified as minor adverse significance. The updated IEMA guidance published in February 2022 states that is 'good practice' to draw on multiple sources of evidence when evaluating the context of GHG emissions associated with a scheme, listing some of those mentioned by the CEPP WR - for example sector based and local budgets such as those produced by the Tyndall Centre.</p> <p>However, there is no requirement to present the GHG impact of the Scheme against regional and local budgets. Whilst a technical note could be produced to put emissions from the Scheme into the context of local budgets to provide further context, IEMA is quite clear that the impact of a scheme should not only be considered in terms of its magnitude against a carbon budget but in terms of its compatibility with national climate commitments. IEMA states:</p> <p><i>'The crux of significance is therefore not whether a project emits GHG emissions, nor even the magnitude of GHG emissions alone, but whether it contributes to reducing GHG emissions relative to a comparable baseline consistent with a trajectory towards net zero by 2050.'</i></p> <p>The Applicants' EIA evaluated the significance of GHG emissions from the Proposed Development in the context of national policy (which is highly supportive of the Low Carbon Generating Station and the CO₂ Gathering Network) and the Proposed Development's role in the UK achieving Net Zero by 2050. The proposed clarification to be submitted at Deadline 5 based on applying the February 2022 IMA guidance will reconsider these points.</p> <p>Bullet Point d: Carbon Capture Rate of 90%</p> <p>The Environmental Permit will require the capture plant to be built to achieve a 90% or greater capture rate of CO₂ which is in accordance with the application of Best Available Techniques (BAT) – the Applicant anticipates that the EA will utilise the UK Emissions Trading Scheme monitoring, reporting and verification to verify performance. See also the Applicants' response to Client Earth's written representation, also in this document. It is therefore considered that the use of a 90% capture rate is</p>

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	<p>appropriate based on the application of BAT and the requirements of the environmental permit and Dispatchable Power Agreement.</p> <p>Bullet Point f: The ES must be extended to include annual projections (targets) of the carbon intensities of the gas power station, based on full life-cycle analysis, in which methane leakage is rapidly curtailed in line with the methane reduction pathway implied by the International Energy Authority analysis (i.e. 66% reduction by 2030 from 2020)</p> <p>As noted for Bullet Points a and e above, an updated assessment in line with updated IEMA guidance will be submitted at Deadline 5.</p> <p>Bullet Point g: Limit on Carbon intensity of feedstock gas</p> <p>There is no requirement for the Proposed Development to use gas of a particular carbon intensity. Nor does the IEMA Guidance require such a commitment. Oil and Gas UK have produced a Pathway to a Net-Zero Basin: Production Emissions Targets document. This outlines what the industry is committed to working towards on Net Zero: [REDACTED]. The Applicants remain supportive of the industry and Government aspirations and commitments to reduce fugitive emissions of methane from the production and transport of natural gas.</p> <p>Bullet Point h: Applicant to provide information on the impact to national target for off-shore wind and trajectories for off-shore wind development 2030-2050 of the carbon store licences associated with the project</p> <p>A high-level assessment of the impact of the NZT project on Ørsted's Hornsea 4 project will be submitted at Deadline 4.</p>
<p>2 ENVIRONMENTAL IMPACT ASSESSMENT: FULL LIFE-CYCLE CLIMATE CHANGE IMPACTS</p> <p>2.1 The EIA has underestimated the Climate Change impacts of the CCGT power station</p> <p>4 A complete assessment of the greenhouse gas (GHG) emissions associated with, and climate change impacts of, the CCGT power station requires GHGs to be assessed across the full life-cycle of the gas to be combusted. The Environmental Statement has failed to assess the full life-cycle climate change impacts of the Combined Cycle Gas Turbine (CCGT) power station because upstream and downstream emissions have not been considered. These largely relate, though not exclusively, to methane leakage emissions. In this WR, I concentrate on the methane emissions which have not been quantified or assessed.</p> <p>2.2 Methane in the full life-cycle of gas combustion</p> <p>5 The Applicant has only considered the carbon dioxide (CO₂) generated from combusting the gas at APP-103/Table 21-12 ("Operational GHG emissions") which provides the quantification of</p>	<p>See the Applicants' response above.</p>

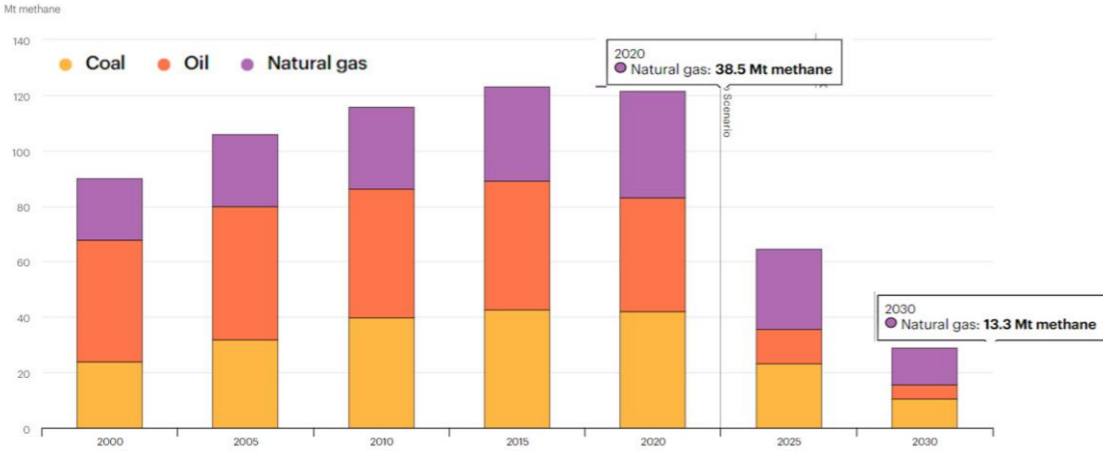
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<p>GHGs for the EIA. However, for the gas to be combusted, it also needs to be extracted or mined, processed, and transported to the combustion site.</p> <p>6 Recent scientific research shows that, in a full life-cycle analysis, methane leaks during gas production, transport, and consumption add significant greenhouse gas (GHG) emissions to the generation of energy in gas power stations. This is because atmospheric methane (CH₄) is much more potent than CO₂ as climate disrupting gas contributing to the greenhouse gas effect: methane is 86 times more potent on a 20-year timescale (referred to as Global Warming Potential, GWP₂₀ = 86) than CO₂.</p> <p>7 The impacts of methane leakage are being increasingly understood, and even since the drafting of the EIA further research has emerged. For example, new techniques, in the last few years, have increased the accuracy of tracking CH₄ leakage significantly, and in a recent witness statement to the Pretoria High Court⁷ by Professor Robert Howarth ("the Howarth report⁸", see Appendix A), an expert in the field from Cornell University, states:</p> <p><i>"Researchers have been able to detect emissions across the lifecycle of gas ever more accurately given new methodologies and technologies (particularly "top-down" measurements using satellite and aerial assessments); these new studies have consistently shown that emissions from gas production are higher than were previously estimated using "bottom-up" facility-based measurements. New research is also revealing higher downstream gas emissions than earlier predicted (i.e., in gas transmission, distribution, and end use)."</i></p> <p>8 Also there have been several papers, and briefings, on the methane issue in the gas supply chain in just the last year to which I will refer to below.</p> <p>2.3 The range of the effects</p> <p>9 As I stated at the ISH1 "not all gas is equal". By this, I was referring to the fact that the full climate change impacts associated with CCGT combustion for power generation depends upon the origin of the gas. That is the upstream and downstream supply chain GHG emissions, including a very wide range of methane leakage, varies significantly across different gas supply chains. As I show below, the full range of these effects generates a wide variation of possible quantifications of full life-cycle GHGs. Not only has methane leakage not been addressed in the environmental statement, but the range of its possible effects has not been considered by the Applicant.</p> <p>10 A recent paper by Christian Bauer⁹ and colleagues on "the climate impacts of blue hydrogen production" ("the Bauer paper" given at Appendix B) analysed the impacts of methane in the gas supply chain, and used a range of 0.2% to 8% for methane leakage in the methane gas supply chain. Whilst the Bauer paper concerned blue hydrogen, its research conclusions on methane in the gas supply chain apply to gas combustion in the NZT project.</p> <p>To put the 0.2% to 8% for methane leakage in context for gas combustion, 1 kg of CH₄ will produce 2.74 kg of <u>unabated</u> CO₂ when burnt. As a rule of thumb, 32 grams of CH₄ leaked to the atmosphere</p>	

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<p>produces an equivalent global overheating impact over 20 years (calculation: 32 * 86 = 2740 grams equivalent of CO2 for a GWP20 potential of 86).</p> <p>However, if the project is to run <u>with 90% carbon capture</u>, which is the way the Applicant says it will operate, then 1 kg of CH4 will produce 274 grams of CO2, with 2466 grams CO2 captured. In this case, 3.2 grams of leaked CH4, or 0.32% of the original 1 kg of CH4, would produce an equivalent 20-year global overheating impact to the combustion process with abatement.</p> <p>In other words, as a rule of thumb, 0.32% CH4 leakage in the gas supply chain, which is very much towards the lower end of the range reported by Bauer, doubles the global overheating impact of the gas combustion (or the "carbon intensity" of the gas power station).</p> <p>11 Table 1 below combines extracts of APP-130 Tables 21-10, 21-12 and 21-14, as shown in column A, and then generates the equivalent data when methane supply chain emissions are included at leakage rates of 0.2% (B), 0.5% (C), 1.0% (D) and 8.0% (E). The Bauer paper does a similar analysis for 0.2%, 1.5% and 8% methane leakage. However, the Bauer paper is examining the global situation, whilst for the UK situation 0.2% - 1.0% is a more useful comparison, so for this reason I have used different benchmark values, more appropriate to the NZS project, for the methane leakage (with the 8.0% case just for reference).</p> <p>12 Essentially the data shown in Table 1 is generated by the same principle as the rule of thumb example given above of how 0.32% methane leakage in the gas supply chain doubles the emissions impact from burning 1kg of CH4 with 90% CO2 abatement.</p>																																																																							
<table border="1"> <thead> <tr> <th>From Table 21-10</th> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> </tr> </thead> <tbody> <tr> <td>Methane supply chain emissions %</td> <td></td> <td>0.20%</td> <td>0.50%</td> <td>1.00%</td> <td>8.00%</td> </tr> <tr> <td>Methane hourly equivalent GWP20 (kg CO2e)</td> <td></td> <td>17,649</td> <td>44,124</td> <td>88,247</td> <td>705,980</td> </tr> <tr> <td>Hourly unabated GHG emissions from power plant (kg CO2e) – combustion CO2 only</td> <td>281,547</td> <td>281,547</td> <td>281,547</td> <td>281,547</td> <td>281,547</td> </tr> <tr> <td>Hourly GHG emissions to atmosphere (kg CO2e) - CO2 and CH4</td> <td>28,155</td> <td>45,804</td> <td>72,278</td> <td>116,402</td> <td>734,135</td> </tr> <tr> <td>Annual GHG emissions</td> <td>237,175</td> <td>385,855</td> <td>608,874</td> <td>980,572</td> <td>6,184,350</td> </tr> <tr> <td>Carbon intensity (tonnes CO2e/GWh)</td> <td>41.2</td> <td>66.97</td> <td>105.67</td> <td>170.18</td> <td>1073.30</td> </tr> <tr> <td colspan="6">From Table 21-12</td> </tr> <tr> <td>25 years (tCO2e)</td> <td>5,929,478</td> <td>9,646,364</td> <td>15,221,840</td> <td>24,514,301</td> <td>154,608,747</td> </tr> <tr> <td>TOTAL (tCO2e)</td> <td>6,742,561</td> <td>10,459,447</td> <td>16,034,923</td> <td>25,327,384</td> <td>155,421,830</td> </tr> <tr> <td>Annualised (tCO2e)</td> <td>269,702</td> <td>418,378</td> <td>641,397</td> <td>1,013,095</td> <td>6,216,873</td> </tr> </tbody> </table>	From Table 21-10	A	B	C	D	E	Methane supply chain emissions %		0.20%	0.50%	1.00%	8.00%	Methane hourly equivalent GWP20 (kg CO2e)		17,649	44,124	88,247	705,980	Hourly unabated GHG emissions from power plant (kg CO2e) – combustion CO2 only	281,547	281,547	281,547	281,547	281,547	Hourly GHG emissions to atmosphere (kg CO2e) - CO2 and CH4	28,155	45,804	72,278	116,402	734,135	Annual GHG emissions	237,175	385,855	608,874	980,572	6,184,350	Carbon intensity (tonnes CO2e/GWh)	41.2	66.97	105.67	170.18	1073.30	From Table 21-12						25 years (tCO2e)	5,929,478	9,646,364	15,221,840	24,514,301	154,608,747	TOTAL (tCO2e)	6,742,561	10,459,447	16,034,923	25,327,384	155,421,830	Annualised (tCO2e)	269,702	418,378	641,397	1,013,095	6,216,873					
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Percentage Contribution of Emissions / Table 21- 14						
5CB	0.078%	0.121%	0.186%	0.294%	1.802%	
6CB	0.140%	0.217%	0.332%	0.525%	3.221%	
UK Carbon Budget (MtCO2e)						
5CB	1,725					
6CB	965					
<p>2.4 Discussion on Table 1 – gas supply chains are not stable</p> <p>13 Whilst it is understood that current methane leakage rates in UK supply are at the low end of the range (for example, the Bauer paper says they are typically below 0.5%), it is clear that even 0.32% methane leakage will produce of the order of a doubling of the climate change impacts over that reported in the environmental statement of the NZT project. So the impacts to the NZT project from methane leakage are significant although the Applicant has ignored them.</p> <p>14 Further over the lifetime for project, expected to be 2027-2052, there may be radical changes to the UK gas supply. For example, the Oxford Institute of Energy Studies (OEIS) recently reported¹⁰ (Appendix C) “In 2017, the combination of UK production and pipeline imports from Norway accounted for 97 per cent of UK gas consumption. By 2021, that figure had fallen to 81 per cent, while the ongoing decline in UK gas production was offset by higher LNG imports at the UK’s three main import terminals: Isle of Grain, Dragon, and South Hook”.</p> <p>15 This already shows a significant UK shift to LNG. LNG may be sourced from regions with more lax regulation of methane leakage, and it requires substantial energy and emissions to cool methane to the point where it becomes a liquid (at -164°C) and compress it for shipping. Both effects adding more emissions over the UK supply case.</p> <p>The Howarth report says, “A recent study of LNG lifecycle emissions analysis found that emissions from liquefaction, tanker transport, and regasification range from about 8% to 21% of total lifecycle emissions for the LNG, depending on how large production emissions were calculated to be and how far the LNG carriers travelled, with most calculations in the upper end of this range.”</p> <p>16 It is quite possible that once built that the gas power plant would require gas supply sources including fracked and LNG gas which are both known to have higher methane leakage and full lifecycle emissions [see the Howarth report].</p> <p>The applicant seems to have not precluded this possibility. No restrictions on sourcing the gas supply for the CCGT power plant appear in either the environmental statement, or the DCO.</p> <p>2.5 Discussion on Table 1 – carbon capture rates</p>						

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>17 It is premature to rely on any capture rate greater than 90% being achieved in operation, and therefore rates greater than 90% should not be considered for the carbon appraisal. There is no evidence from the Applicant that the project will deliver greater than 90% capture rate, just an aspiration to do so. No weight can be given to the aspiration.</p> <p>Whilst the Applicant shows calculations at 90% [ie Table 21-10] and 95% [in Table 21-11] carbon capture rates, I presume that the Table 21-11 data is just for illustration. This is borne out by the Applicant only taking the 90% capture data forward into Table 21-12 for assessment.</p> <p>18 Being extremely cautious about the possible delivery of a greater than 90% CO2 capture rate is consistent with the findings of a December 2020 report by the Tyndall Centre for Climate Change research at Manchester University (provided at Appendix H) "A Review of the Role of Fossil Fuel Based Carbon Capture and Storage in the Energy System" which stated: "<i>However, the lack of sufficient data on natural gas CCS power station capture rates, CCS hydrogen production operations, or any CCS energy application with >90% capture rate, means that it is prudent to await these results before applying high capture rates to these emissions factors.</i>"</p> <p>2.6 Policy and Scientific Implications – early reduction of methane crucial</p> <p>19 Although the policy paper for the North Sea Transition Deal (provided at Appendix D), proposes to bring methane leakage to 0.20% from a current level of 0.25%, this is for UK production in the North Sea, and is not the same as the gas supply chain for the power station, which as above may depend on future changes in supply including gas with greater methane intensity (e.g: LNG and fracked gas).</p> <p>20 The Howarth paper explains why it is urgent to reduce methane emissions now, this decade, as we are on a trajectory to heat the Earth past the 1.5°C threshold within the next 7 years (see Appendix A, "Methane's role in climate change" section). The urgent need to reduce methane in the atmosphere is borne out by other recent scientific publications, including a very recent paper in a leading journal, the Proceedings of the National Academy of Sciences (PNAS), which found that making sharp cuts to methane now could contribute to keeping temperatures lower by 0.26°C by 2050 ("the Dreyfus paper", see Appendix F and Appendix G for a useful explanatory press article).</p> <p>A saving of 0.26°C over the next three decades would be an extraordinary prize in the Climate Emergency that we are in, and it should not be looked over. Quite the reverse, humanity should do everything it can to secure such a saving in climate disruption.</p> <p>21 This urgency was reflected, too, in the Global Methane Pledge (provided at Appendix E) signed by over 100 countries at the United Nations Climate Change conference in November 2021 (COP26), including the UK as COP26 host country, which stated "Rapidly reducing methane emissions from energy, agriculture, and waste can achieve near-term gains in our efforts in this decade for decisive action and is regarded as the single most effective strategy to keep the goal of limiting warming to 1.5°C within reach while yielding co-benefits including improving public health and agricultural productivity." (emphasis added).</p>	

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>22 <u>[Aside paragraph relating to my overall objection to the project]</u> It is important to note that whilst reductions in methane leakage provide a relative benefit compared to not reducing methane leakage, not extracting and combusting gas in the first place would remove the methane emissions associated with the NZT project completely (and the abated or unabated CO2 emissions from gas combustion), provides much greater benefit and is a much more credible scientific approach. I acknowledge that UK Government policy, on which the Applicant relies, has not yet caught up with the massive technological advances and cost reductions in renewables and energy storage that provide an opportunity now to do much better than developing a gas power station which produces a significant net increase in GHG emissions in a climate emergency. These technologies have the potential to provide dispatchable carbon free power generation on the same timeframe as the NZT project (i.e: starting to supply power in 2027).</p> <p>2.7 Early and radical methane reductions for short-term gain</p> <p>23 Due to the evidence above for rapid early methane reduction, I only use only the GWP20 metric for assessing the global warming potential of methane. This scales methane emissions to equivalent CO2 emissions over the next 20 years, as opposed to the GWP100 which scales the methane to CO2 greenhouse potential over the next century (100 years). The Dreyfus paper, the Global Methane Pledge and the science require rapid reductions in methane <u>in this decade</u>, and therefore GWP20 is the most appropriate scaling for methane emissions.</p> <p>2.8 Implications for NZT Environmental Statement and DCO</p> <p>24 The above is a very brief summary of scientific and policy issues which have come to the forefront on climate change recently, and especially in the last year, and which indicate that methane has to be treated very, very seriously when dealing with greenhouse gas emissions.</p> <p>25 The EIA has failed to assess the full life-cycle impacts of gas, and has in particular not quantified or assessed methane from the gas supply chain. Even on the most optimistic assumptions that the NZT power station only uses methane supply from North Sea extraction, and the North Sea Transition Deal Methane Action Plan delivers a methane intensity of 0.2% by the CCGT power station opening in 2027, Table 1 shows that the greenhouse gas emissions associated with the scheme are at least 60% greater than that reported by the Applicant (a carbon intensity of 66.97 tCO2e/GWh compared to 41.2).</p> <p>26 Put simply, the Applicant is claiming that the gas power station will operate at a carbon intensity of 41.2 tCO2e/GWh whereas the most optimistic, and possibly realistic, carbon intensity is 66.97 tCO2e/GWh.</p> <p>27 The Environmental Statement has failed to comply with the Environmental Impact Assessment Regulations as it has not described all the likely significant effects on the environmental factor of greenhouse gas emissions including the <i>“direct effects and any indirect, secondary, cumulative, transboundary, short-term, medium-term and long-term, permanent and temporary, positive and negative effects of the development”</i> (EIA Regs Schedule 4 (5)). In excluding consideration of</p>	

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<p>methane, the Applicant has not described how the gas power station will actually operate, and what its environmental impacts will be.</p> <p>28 Further no evidence has been provided by the Applicant that the gas supply chain can be stabilised, <u>even at the most optimistic carbon intensity</u> (ie 67 tCO₂e/GWh) for the duration of the project, a 25-year and possibly longer operation. As above, geopolitical pressures, lack of North Sea supply, and other events may lead to gas feedstocks being used with higher carbon intensities.</p> <p>However, this should not, and cannot, be allowed to happen as increasing the carbon intensity of full life-cycle gas supply would increase greenhouse gas emissions at the point when they should be being reduced: with the IEA recommending specifically a 66% reduction for methane leakage from gas supply globally this decade (see below).</p> <p>29 It should be noted that methane from oil and gas supply chains amount to around one third of annual methane emissions, and other sectors such as agriculture and waste cannot eliminate methane so quickly, <u>so oil and gas production needs to eliminate methane more rapidly</u> – that is, at a rate greater than the Global Methane Pledge target of 30%. The International Energy Agency (IEA) state on its “Global Methane Tracker 2022”¹¹ that:</p> <p><i>“Fossil fuel operations account for more than one-third of human-caused methane emissions. These emissions represent one of the best near-term opportunities for climate action because the pathways for reducing them are known and understood. Achieving a 75% reduction in emissions from fossil fuel operations, as set out in the IEA’s Net Zero Emissions by 2050 Scenario would take the world most of the way towards fulfilling the Global Methane Pledge.”</i></p> <p>30 The IEA chart “Methane emissions from fossil fuels, historical and in the Net Zero Scenario, 2020-2030”, reproduced below, shows methane leakage reducing from global methane production from 38.5 MtCH₄ in 2020 to 13.3 MtCH₄ in 2030 to meet the IEA’s “Net Zero Emissions by 2050 Scenario” – a 66% reduction in ten years.</p>  <table border="1"> <caption>Methane emissions from fossil fuels (Mt methane)</caption> <thead> <tr> <th>Year</th> <th>Coal</th> <th>Oil</th> <th>Natural gas</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>2000</td> <td>25</td> <td>45</td> <td>20</td> <td>90</td> </tr> <tr> <td>2005</td> <td>30</td> <td>50</td> <td>25</td> <td>105</td> </tr> <tr> <td>2010</td> <td>35</td> <td>55</td> <td>30</td> <td>120</td> </tr> <tr> <td>2015</td> <td>40</td> <td>60</td> <td>35</td> <td>135</td> </tr> <tr> <td>2020</td> <td>45</td> <td>65</td> <td>40</td> <td>150</td> </tr> <tr> <td>2020 (Net Zero Scenario)</td> <td>25</td> <td>35</td> <td>15</td> <td>75</td> </tr> <tr> <td>2030</td> <td>15</td> <td>20</td> <td>10</td> <td>45</td> </tr> </tbody> </table>	Year	Coal	Oil	Natural gas	Total	2000	25	45	20	90	2005	30	50	25	105	2010	35	55	30	120	2015	40	60	35	135	2020	45	65	40	150	2020 (Net Zero Scenario)	25	35	15	75	2030	15	20	10	45	
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WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>31 My RR made it clear that I oppose the project, but should it go ahead, the Applicant must be required to update the Environmental Statement and provide annual projections (targets) of the carbon intensities of the gas power station, based on full life-cycle analysis, in which methane leakage is rapidly curtailed in line with Global Methane Pledge, and the methane reduction pathway implied by the IEA analysis (ie 66% by 2030 from 2020). This is the minimum that should be required for the UK to meet our international promises and obligations under the Global Methane Pledge.</p> <p>32 Further this must be made a planning condition. The DCO should be updated to include a requirement that the project can only operate when the feedstock gas is produced with a carbon intensity less than, or equal to, the IEA compliant annual projections in the Environmental Statement (as per previous bullet).</p> <p>2.9 Erroneous conclusions in NZT Environmental Statement</p> <p>33 It should be noted that the Applicant's claim of a carbon intensity of 41.2 tCO₂e/GWh instead of a realistic carbon intensity, including methane leakage, reverberates through the discussions in chapter 21 of the Environmental Statement. For example:</p> <ul style="list-style-type: none"> • Table 21.13 should list the carbon intensity as "dependent on supply-chain methane, best case 66.97 tCO₂e/GWh at 0.2% leakage", and this should replace the current erroneous listings of 41.2 (ie: no methane leakage accounting at 90% carbon capture) and 20.7 (ie: no methane leakage accounting at 95% carbon capture which is an unproven capture rate). • Similarly Diagram 21-2 should show a flat line at 66.97 tCO₂e/GWh (marked "dependent on supply-chain methane, best case ") as the most optimistic grid intensity from the scheme with an explanation that this <u>assumes</u> that 0.2% methane leakage is achievable, and persistently sustained, despite geopolitical and supply chain changes, during the entire 25-year or longer operation of the power plant. • The corresponding narrative between Environmental Statement sections 21.3.57 and 21.3.61 needs to be correspondingly changed. <p>2.10 Erroneous conclusions in REP1-045</p> <p>34 The claim of a carbon intensity of 41.2 tCO₂e/GWh also leads to an erroneous response to my relevant representation at REP1-045, bottom of page 80 where the applicant states:</p> <p><i>"Table 21-14, in the Environmental Statement Climate Chapter [APP-103]) presents the impact of GHG emissions from the Proposed Development in the context of the 3rd, 4th, 5th and 6th Carbon Budgets. From the table, it can be seen that the Proposed Development is no more than 0.14% of any Carbon Budget period. GHG emissions are therefore considered as having a 'low increase' in magnitude and therefore classified as being of 'minor adverse' significance."</i></p>	

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<p>35 The applicant, here, has again dispensed with any consideration of methane in the full greenhouse gas emissions life-cycle. Table 1 above adds in methane leakage to the calculation and comparison with the 5th and 6th carbon budgets, and shows that in the 6th carbon budget the GHGs associated with the scheme would be 0.22% (not 0.14%) if methane leakage was kept under 0.2% from 2033 (start of 6th carbon budget).</p> <p>However, to be able to state this, the Applicant must specify that this is how it plans to run the project, and demonstrate that they will do this. This requires the planning condition by DCO requirement which restricts operation of CCGT power plant to only when its feedstock gas is produced with a carbon intensity less than, or equal to, the IEA compliant annual projections in the Environmental Statement as suggested above.</p>	
<p>3 ENVIRONMENTAL IMPACT ASSESSMENT: CUMULATIVE EFFECTS</p> <p>36 Schedule 4 (e) of the EIA Regs requires that the Environmental Statement includes a description of the likely significant effects of the project on the environment resulting from <i>“the cumulation of effects with other existing and/or approved projects, taking into account any existing environmental problems relating to areas of particular environmental importance likely to be affected or the use of natural resources”</i>. (emphasis added)</p> <p>37 The required cumulative assessment of greenhouse gas emissions has not been carried out.</p> <p>3.1 “Other existing and/or approved projects”</p> <p>38 What is meant by “other existing and/or approved projects” needs to be interpreted for the NZT project and in the context of the greenhouse gas emissions associated with it as an EIA environmental factor. Whilst the applicant needs to do this, and they haven’t done it, there are some obvious possible ways to approach defining starting places for “other existing and/or approved projects” which I place on the record.</p> <p>39 A first level would be cumulative assessment of greenhouse gases across the overarching “East Coast Cluster” (ECC) of which the NZT project is a constituent. As the applicant has explained, ECC includes the wider projects in the Teesside and Humber areas. This includes the very similar gas power station, Keadby 3, currently undergoing its own DCO examination [EN010114], and the Drax Bioenergy with Carbon Capture and Storage (BECCS) project [EN010120] due for examination starting this autumn. Such a cumulative GHG assessment across the ECC programme would be trivial as the data exists for most of the projects.</p> <p>40 A second level would be a cumulative carbon assessment which includes the land based and other infrastructure projects across the Teesside and Humber area.</p> <p>41 A third level could include similar CCUS clusters and blue hydrogen plants around the UK, and so would include the ECC along with the Hynet projects in the North West, the Acorn project in Scotland.</p>	<p>See the Applicants' response above.</p>

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<p>42 Each of these levels give different information, and all of them would be useful in the environmental statement. Using multiple sources of information aligns with the IEMA guidance on EIA good practice which states <i>"It is good practice to draw on multiple sources of evidence when evaluating the context of GHG emissions associated with a project."</i> (Appendix I, page 28). However, the problem for the applicant is that no attempt has been made to do any cross-project cumulative assessment on greenhouse gas emissions.</p> <p>43 The Environmental Statement is not compliant with the EIA regulations requirement for a cumulative assessment of carbon emissions from the project.</p>	
<p>4 ENVIRONMENTAL IMPACT ASSESSMENT: IEMA/EIA GUIDANCE</p> <p>44 The applicant has not followed the latest EIA guidance from IEMA (the "IEMA guidance", published February 2022). This latest IEMA guidance at section 6.4 on "Contextualising project's carbon footprint" states first that assessment of a project's carbon emissions against the carbon budget for the entire UK economy is only a starting point of limited value in the EIA process, and second that local policies and budgets and targets should be included in EIA assessments of carbon emissions. The applicant has only assessed the project's carbon emissions against the carbon budget for the entire UK economy, at Table 21-14.</p> <p>45 As well as the IEMA guidance, the EIA guidance from the European Commission¹², strongly advocates local and regional assessment of carbon emissions and has been ignored by the applicant. The EIA Regs guidance¹³ (provided at Appendix J, PDF page 41) addresses how a project's impact on greenhouse gas emissions should be addressed and states:</p> <p><i>"The assessment should take relevant greenhouse gas reduction targets at the national, regional, and local levels into account, where available."</i> (emphasis added)</p> <p>46 Whilst for cumulative effects¹⁴ (Appendix J, PDF page 52):</p> <p><i>"[They] can arise from ... the interaction between all of the different Projects in the same area;"</i></p> <p><i>"... can occur at different temporal and spatial scales. The spatial scale can be local, regional or global, while the frequency or temporal scale includes past, present and future impacts on a specific environment or region."</i> (emphasis added)</p> <p>47 The EIA regulations were intended to require, then, that carbon assessment is done for the scheme itself and the cumulation of effects of the scheme with other existing and/or approved projects, at the local and regional scale, as well as at the national scale.</p> <p>48 There are several ways in which local and regional assessment may be pursued quantitatively. These methods also allow a sector-based assessment to be made too. The first is the BEIS UK local authority and regional carbon dioxide emissions national statistics¹⁵ which are published annually. These provide the actual recorded carbon footprint, currently for each year from 2005</p>	<p>See the Applicants' response above.</p>

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<p>to 201916, and are broken down into sector and sub-sector, so that the energy related total may be easily calculated. The second is the SCATTER local authority budgets from the Tyndall Centre at the University of Manchester¹⁷. In each case, budgets for a benchmark area may be derived by summing the relevant, constituent local authority areas. Both these data set have been available for several years now and are well tested.</p> <p>49 The Applicant should consider these for a local and regional, and sector based, assessment which complies with the above guidance, and best practice, on EIA. Table 21-14 should be extended to show local, regional and sector-based assessment, as well as whole economy national assessment.</p> <p>50 Currently, the Environmental Statement does not follow the best practice for EIA, from the IEMA and EIA guidance, for a cumulative assessment of greenhouse gas emissions, with local and regional and sectoral assessment of the project.</p>	
<p>6 CONCLUSIONS</p> <p>54 I maintain my objection to the application on the basis that gas fired combustion, and carbon capture and storage (CCS) technology is not the best way to decarbonise the UK energy system, and it is not necessary for decarbonisation given the massive technological advances and cost reductions in renewables and energy storage that offer the potential for carbon free dispatchable energy on the same timescales as the NZT project (ie: starting to supply energy in 2027).</p> <p>55 The key conclusions of this written representation are:</p> <ul style="list-style-type: none"> • The EIA has underestimated the Climate Change impacts of the CCGT power station as no full lifecycle GHG assessment has been done. • The cumulative effects of the project on GHGs with other existing and/or approved projects has not been assessed, breaching the EIA Regulations. • The Environmental Statement does not follow the best practice for EIA for a cumulative assessment of greenhouse gas emissions, with local and regional and sectoral assessment of the project. • It is premature to rely on any carbon capture rate greater than 90% being achieved. • Assuming a stable gas supply chain which uses UK produced gas, and which reduces methane leakage to 0.2% by 2025, gives the most optimistic carbon intensity for the project. This is still over 60% greater than that reported by the Applicant. The applicant has, therefore, not correctly described how the project will operate. • Should the project go ahead, early and radical methane leakage reductions are essential in the project's fuel supply chain and have the potential to contribute towards reducing global heating over the next three decades. Although not building the project, and not extracting and burning 	<p>See the Applicants' response above.</p>

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<p>the gas which it requires would provide a greater contribution to reducing climate change impacts.</p> <ul style="list-style-type: none">• The Environmental Statement must be extended to include annual projections (targets) of the carbon intensities of the gas power station, based on full life-cycle analysis, in which methane leakage is rapidly curtailed in line with the methane reduction pathway implied by the International Energy Authority analysis (ie 66% reduction by 2030 from 2020).• The DCO should be updated to include a requirement that the project can only operate when the feedstock gas is produced with a carbon intensity less than, or equal to, the IEA compliant annual projections in the Environmental Statement (previous bullet).• The Applicant must provide information on the impact to a) the national target of 50GW offshore wind by 2030, and b) government (BEIS) and CCC trajectories for offshore wind development post-2030 to 2050 of the carbon store licences associated with the project. <p>[See full response for Appendices]</p>	

7.0 RESPONSE TO HUNTSMAN POLYURETHANES (UK) LTD [REP2-068]

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<p>1. INTRODUCTION</p> <p>1.1 This Written Representation is submitted on behalf of HPU in respect of the Net Zero Teesside Project DCO Application ("the Scheme") .</p> <p>1.2 HPU operates facilities at Wilton International manufacturing the production of nitrobenzene and aniline.</p> <p>1.3 These facilities are linked via a Link Line Corridor and tunnel to the Exolum Site which operates terminal facilities for HPU's products and raw materials.</p> <p>1.4 Subject to the proper protection of their undertakings, HPU do not object in principle to the making of the Order.</p> <p>1.5 HPU is negotiating protective provisions with the Applicant for their benefit and an agreement to satisfy their concerns.</p> <p>1.6 Those negotiations are on-going. Until agreed, HPU's interests are currently not adequately protected and their objection is therefore maintained.</p> <p>1.7 HPU is concerned about the interaction of the following aspects of the Scheme with its assets:</p> <p>1.7.1 The effect of the gas connection pipelines on the Link Line Corridor next to NWL (Option 2) that HPU's aniline pipeline runs through.</p> <p>1.7.2 The effect of the waste water disposal on the Link Line Corridor at the southern end of the proposed works.</p> <p>1.7.3 The effect of the Carbon Dioxide Gathering Network on:</p> <ul style="list-style-type: none"> (a) The whole of the Link Line corridor next to NWL (along the southern edge of the NWL Lagoon (Option 2)) that HPU's aniline pipeline runs through. (b) Tunnel No. 2. (c) The link line at the tunnel head houses. (d) The link line corridor south of the Exolum Site where HPU's aniline pipeline runs through Tunnel No.2 (e) The effect the access and highway improvements on the link line next to NWL 	<p>1.1 - 1.6 The Applicants welcome confirmation from Huntsman Polyurethanes (UK) Limited (HPU) that it supports the principle of the DCO being made subject to the proper protection of its undertakings. As set out in Part 3 ('matters agreed') of the Statement of Common Ground between the Applicants and HPU [REP1-033] the parties' intention is to progress protective provisions, with a view to reaching agreement on the terms during the course of the Examination. The Examining Authority is directed to paragraphs 3.2 - 3.4 below where the Applicants have more fully set out details of the protective provisions for the benefit of HPU included at Part 23 of Schedule 12 of the DCO [REP2-003].</p> <p>1.7.1 The Gas Connection for the Proposed Development will be supplied via a tie-in to the gas transmission network on the north bank of the Tees at Seal Sands with subsequent connection to and transport through the existing 24" Sembcorp Gas Pipeline under the River Tees to nearby Northumbrian Water Limited's Wastewater Treatment at Bran Sands. A tie-in will be made by NZT to the existing 24" Sembcorp gas pipeline to the South-East of NWL Bran Sands and a new section of pipeline installed to the PCC site.</p> <p>Subject to entering into an agreement with Sembcorp, the whole gas pipeline network, from the source to the PCC site will be operated by Sembcorp and subject to its operational and maintenance requirements as the operator of the Link Line Corridor. The interaction between the gas pipeline and HPU's aniline pipeline would be no different to the interaction between existing infrastructure within the Link Line Corridor. In compliance with Sembcorp's safety management procedures, the Applicants will complete routing and design reviews, follow a management of change process and comply with control of work activities. As an existing operator within the Link Line Corridor, HPU would be consulted as part of the approval process.</p> <p>1.7.2 Work No. 5C would consist of effluent pipeline(s) from the PCC site to NWL. There is no foreseen interaction with the Link Line Corridor.</p> <p>1.7.3. In the event that an agreement can be entered into with Sembcorp, the construction, operation and maintenance of the CO2 Gathering Network infrastructure both to the north and south of the River Tees, as well as within Tunnel No. 2, would be subject to Sembcorp existing processes and procedures for all construction, operation and maintenance work, as the operator of the Link Line Corridor. In compliance with Sembcorp's safety management procedures, the Applicants will complete routing and design reviews, follow a management of change process and comply with control of work activities. As an existing operator within the Link line corridor, HPU would be consulted as part of the approval process. However, to protect the delivery of the Proposed Development the Applicants must retain its compulsory acquisition powers over the Order land to facilitate the construction, maintenance and operation of the pipelines. The Applicants' proposed use of the Sembcorp corridor for the CO2 Gathering Network pipeline (Work No. 6) would comprise the construction of a pipeline using similar materials to existing apparatus in the corridor and be installed using safe and efficient techniques in accordance with the controls secured through protective provisions. Work No. 6 will be designed and constructed to the required national and international standards in order to secure and maintain an operating licence. At a minimum this will require compliance with Construction Design and Management Regulations 2015 (CDM) and the Pipeline Safety Regulations 1996. The Applicants will operate and maintain the apparatus</p>

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	<p>in the same manner to the existing apparatus in the corridor. Therefore, the installation and operation of Work No. 6 will not, in practical terms, be different to how the corridor is operated or maintained at present.</p> <p>The Examining Authority is directed to its response to the Written Representation from Sembcorp Utilities (UK) Limited for further details of controls within the Link Line Corridor which would operate by virtue of the protective provisions which the Applicants will amend at Deadline 4 and which provide adequate protection in the event that no agreement can be reached with Sembcorp.</p> <p>Further to the protections identified above, the Examining Authority is directed to the Applicants' summary of the protective provisions at paragraphs 3.2 – 3.4 below.</p>
<p>2 HUNTSMAN'S FACILITIES</p> <p>2.1 HPU owns and operates an integrated facility on the Wilton site for the manufacture of nitrobenzene and aniline:</p> <p>2.1.1 The Nitrobenzene Plant produces nitrobenzene through the nitration of benzene with nitric acid, in the presence of sulphuric acid. When constructed in 1996 it was the largest plant of its' type in the world, and it has been further improved. The most recent capacity expansion was completed in April 2015. All of the Nitrobenzene produced on the this plant is exported to the neighbouring Aniline Plant.</p> <p>2.1.2 The Aniline Plant produces aniline through the hydrogenation of Nitrobenzene. The Aniline Plant and export via the Link Line Corridor is operated 24/7, 365 days a year. The majority of the aniline produced (90-95%) is exported to HPU's Rotterdam site and used in the manufacture of isocyanates ("MDI"), with the balance supplied to external customers.</p> <p>2.2 The Nitrobenzene Plant and the Aniline Plant are linked to other facilities via the Link Line Corridors:</p> <p>2.2.1 Benzene is imported by pipeline to the Nitrobenzene Plant from storages to the north of the Tees. Exolum owns this pipeline up to a section on Wilton site where ownership transfers to HPU. Sections of the Exolum owned pipeline run through areas of the Order. This pipeline is marked in green on Plan 2 at Appendix 2.</p> <p>2.2.2 Dilute Effluent is exported by pipeline from the Nitrobenzene Plant to NWL's Bran Sands treatment works. NWL own this pipeline that runs through areas of the Order. This pipeline is marked in pink on Plan 2 at Appendix 2.</p> <p>2.2.3 Hydrogen is supplied by pipeline from the BOC Hydrogen Plant at North Tees to the Aniline Plant. BOC owns this pipeline which runs through areas of the Order. This pipeline is marked in blue on Plan 2 at Appendix 2.</p> <p>2.2.4 Aniline produced on the Aniline Plant is exported via pipeline to the Exolum Storage Terminal on the north bank of the Tees. HPU owns this pipeline. This pipeline is marked in green on Plan 1 at Appendix 1.</p>	<p>2.1 - 2.5 The Applicants acknowledges HPU's summary of its infrastructure and operational arrangements. It makes no comment in respect of these matters or as to the numbers of people directly or indirectly employed pursuant to HPU's operations.</p>

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<p>2.3 HPU directly employs approximately 75 people at its Wilton facility.</p> <p>2.4 In addition to this, there are a large number of people indirectly employed to in the maintenance, servicing and logistics that support this facility.</p> <p>2.5 It is widely accepted that the ratio of supply chain jobs to direct jobs is at least 2:1, suggesting that at least 150 jobs in the supply chain are supported by the HPU operation.</p>	
<p>3 INTEGRATION WITH SUPPLIERS</p> <p>3.1 In addition to the links set out above, the Nitrobenzene Plant and Aniline Plant are integrated into other Teesside chemical operations, most notably with:</p> <p>3.1.1 CF Fertilisers (for the supply of nitric acid);</p> <p>3.1.2 BOC (for the supply of Hydrogen); and</p> <p>3.1.3 Sembcorp Utilities (for the supply of utilities).</p> <p>3.2 Any impact on HPU operations would impact those suppliers.</p> <p>3.3 HPU's operations are "world scale" and provide critical mass to a number of suppliers.</p> <p>3.4 The closure or disruption of the HPU assets would directly lead to the closure or disruption of the BOC Hydrogen plant and the likely closure or disruption of one of the nitric acid plants operated by CF Fertilisers</p>	<p>3.1 The Applicants acknowledge that HPU's operations are integrated with surrounding operators including CF Fertilisers, BOC and Sembcorp Utilities Ltd.</p> <p>3.2 - 3.4 The Applicants have included protective provisions for the benefit of HPU at Part 23 of Schedule 12 of the DCO [REP2-003] which require that details of any works which would have any effect on the operation or maintenance of HPUs operations, or access to them, must be submitted to and approved by HPU before they commence. The works details that require approval are drafted broadly in the protective provisions in order to cover any plans and sections, details of the proposed method of working and timing of execution of works, details of vehicle access routes for construction and operational traffic, as well as any further particulars requested by HPU.</p> <p>In addition to the power (acting reasonably) to refuse the works details as submitted to it, HPU may otherwise approve the works details but subject to imposition of reasonable conditions in order guarantee the following:</p> <p>a) The continuing safety and operational viability of the HPU operations; and b) The requirement for HPU to have— (i) uninterrupted and unimpeded emergency access with or without vehicles to the HPU's operations at all times; and (ii) reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of HPU's operations.</p> <p>The undertaker is obliged to carry out the works in accordance with the details that have been approved by HPU.</p> <p>Together these measures give HPU a reasonable degree of control over the nature and timing of works and provide certainty that the "closure or disruptions" to the HPU assets would not occur.</p> <p>As a further protection to HPU, the Applicants have included an indemnity in favour of HPU in the protective provisions which requires that if there were to be any damage caused to HPU's operations, or there is any interruption in any service provided, or in the supply of any goods, by HPU, the undertaker must—</p> <p>(a) bear and pay the cost reasonably incurred by HPU in making good such damage or restoring the supply; and (b) make reasonable compensation to HPU for any other expenses, loss, damages, penalty or costs incurred by HPU, by reason or in consequence of any such damage or interruption.</p>

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<p>4 PRIVATE LOSSES</p> <p>4.1 Any cessation in the flow of HPU's product through the Link Line Corridor for a period greater than a couple of hours would require HPU to shut down its two manufacturing facilities.</p> <p>4.2 Any cessation in the flow of benzene through Exolum's assets in the Link Line corridor for a period of greater than 20 minutes would require HPU to shut down its two manufacturing facilities.</p> <p>4.3 Any cessation in the flow of hydrogen through BOC's assets in the Link Line corridor would require HPU to immediately shutdown of its two manufacturing facilities.</p> <p>4.4 Any cessation of flow of Dilute Effluent to NWL though NWL's assets in the Link Line corridor for a period of greater than a couple of hours would require HPU to shut down its two manufacturing facilities.</p> <p>4.5 Aniline is a key intermediate in the production of polyurethane chemicals and whilst there is a small merchant market for aniline, aniline production is always associated with a consuming polyurethanes production plant.</p> <p>4.6 These market characteristics make it very difficult to source large quantities of aniline at short notice. It is for this reason that planned maintenance of the Aniline Plant is always aligned to that of its consuming polyurethanes plant.</p> <p>4.7 Any significant outage at HPU's Aniline Plant would quickly lead to a significant impact on its polyurethane production. It is highly unlikely that sufficient aniline could be purchased at short notice.</p> <p>4.8 Any such purchases would come at a premium to the cost of produced aniline but a much larger impact from reduced polyurethane production and associated sales could be anticipated.</p> <p>4.9 The magnitude of the potential impact can be derived from the size of the business interruption insurance policy that the company holds (\$200M).</p> <p>4.10 Shutting the facilities down and starting them up is also not without safety risk – a full start up from shut down can take a number of days.</p> <p>4.11 In addition, if the Scheme resulted in a prolonged shutdown this would result in production loss for both the Teesside and the sister site in Rotterdam which relies on Teesside as the sole supply of aniline, which can be over 1000tes per day</p>	<p>The Applicants position is that the operational arrangements and the protective provisions set out above would safeguard against the private losses identified by HPU. If HPU were concerned that works within the Order Limits would interfere with the flow of HPU's product through the Link Line Corridor, or that the works within the Order Limits could result in the shut-down of facilities or outages, it is reasonable (and foreseeable) to expect that HPU would:</p> <p>a) refuse the works details as submitted to it for approval (with the effect that the works could not proceed); or b) approve the works details subject to the imposition of reasonable conditions in order to safeguard HPU's operations.</p> <p>Notwithstanding the above, even if such private losses were to occur (which for the foregoing reasons must be considered highly unlikely) the indemnity in the protective provisions is drafted to cover "any" damage to HPU's operations (being any of its property or operations within the Order Limits) or interruption in "any" service or the supply of goods to or from HPU, that is as a consequence of the works relating to the Proposed Development. The indemnity as drafted covers both the reasonable costs payable to HPU as well as payment of compensation for losses incurred by reason or in consequence of damage or interruption to HPU's operations.</p> <p>Similar protective provisions (including both a process for approval or works and payment of costs and compensation in the event of damage or interruption) have also been included in the DCO for the benefit of surrounding operators (including Exolum and CF Fertilisers).</p> <p>The Examining Authority is directed to paragraphs 1.7.1 and 1.7.3 for further information on the Sembcorp's operational controls within the Link Line Corridor.</p>
<p>5 COMPULSORY ACQUISITION</p> <p>5.1 HPU is also concerned in relation to the proposed powers of compulsory acquisition, in particular power to override its existing rights and create rights which are not compatible with its existing rights, and the taking of temporary possession in respect of the Link Line Corridor near the A1085.</p> <p>5.2 HPU's interests in the Link Line Corridor consist of rights to maintain their apparatus on the land. If compulsory acquisition powers were used without protection or qualification, HPU would be concerned that their existing rights to access and maintain its apparatus would be over-ridden.</p>	<p>5.1 - 5.4 In the absence of a voluntary agreement, the Applicants require the ability to exercise powers of compulsory acquisition and temporary possession in order to construct, operate and maintain the Proposed Development. The Applicants have set out at paragraph 3 above the protective provisions that it must nevertheless comply with if it were to exercise its powers of compulsory acquisition or temporary possession. They provide a robust basis for protecting HPU's interests in respect of the safety and operation of the Link Line Corridor, access to and from its infrastructure and navigation of the River Tees. The Applicants have not sought any powers in the Draft DCO [REP2-002] to restrict or manage navigation on the River Tees and do not anticipate its activities leading to any restriction. To the extent that the</p>

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<p>5.3 HPU is concerned that these aspects of the scheme will compromise:</p> <p>5.3.1 The safety and operation of the Link Line Corridors (including Tunnel No.2 which runs under the Tees);</p> <p>5.3.2 Uninterrupted Access;</p> <p>5.3.3 Navigation on the River Tees.</p> <p>5.4 Under Section 122(3) of the 2008 Act an order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that:</p> <p>5.4.1 "...there is a compelling case in the public interest for the land to be acquired compulsorily."</p> <p>5.5 Even a short period of temporary exclusive possession and/or removal could have profound consequences for the HPU's operations and their nationally significant assets, as detailed in paragraph 4. HPU's view is that existing wayleaves and controls from Sembcorp would allow the Applicant to still achieve their requirements without resorting to compulsory purchase.</p> <p>5.6 The consequences of granting the powers of compulsory acquisition as set out in the Draft Order would therefore potentially be very severe both in terms of public and private loss; it follows that the test set out in Section 122(3) has not been satisfied in respect of the Link Line Corridor and that the powers of compulsory acquisition which the Applicant is seeking in relation to this land should not be granted.</p> <p>5.7 This highlights the need for the proposed protective provisions to be tightened to offset the potential for private and public loss and reduce its weight when set against the potential public benefit of the Scheme.</p> <p>5.8 Where HPU's proposed protective provisions are uncertain, the weight of private loss in the equation will increase accordingly.</p>	<p>other matters were "compromised" (which for the foregoing reasons the Applicants consider to be unlikely) the Applicants would refer to the indemnity arrangements above (see paragraph 3.2 - 3.4 above). The Applicants consider that the protective provisions are sufficient to safeguard HPU's infrastructure and operations but will continue discussions with HPU with a view to reaching mutually acceptable terms.</p> <p>With respect to HPU's existing rights being "over-ridden", the Applicants do not propose to manage the pipeline corridor as a whole – the powers sought in the Draft DCO [REP2-002] are to allow the Applicants to carry out and operate the Proposed Development, acquiring the necessary rights and taking possession of the necessary land. The Applicants may need to deal with existing interests in land – such as rights – in order to be able to do that, and which may require the suspension or acquisition of such rights. The protective provisions which the Applicant will include in the Draft DCO at Deadline 4 (as noted below) will provide for the continued operation or replacement of apparatus, and maintenance of access for Sembcorp and its customers including HPU.</p> <p>5.4 - 5.6 The Applicants would direct the Examining Authority to the Statement of Reasons [AS-141] and the Applicants Summary of Oral Case – Compulsory Acquisition Hearing 1 (CAH1) [REP1-037] for justification as why there is a compelling case in the public interest for compulsory acquisition of land interests. In summary, there are substantial public interest benefits that would be realised by granting the powers that are sought, and thereby enabling the Proposed Development to be delivered. These are set out in further detail in the Project Need Statement [AS-015] and the updated Planning Statement submitted at Deadline 1 [REP1-003].</p> <p>With respect to the "profound consequences" identified by HPU, the Applicants' position is that these consequences would not occur taking into account the operational arrangements and the protective provision set out above.</p> <p>With respect to utilising existing wayleaves and controls from Sembcorp, the Applicants have fully taken this on board with the use of the Sembcorp infrastructure now the Applicants preference in respect of the following Work Numbers:</p> <ul style="list-style-type: none"> • Work Number 2A: pursuant to the Change Application, the Gas Connection will now be via a direct connection to the existing Sembcorp gas pipeline at Bran Sands (known as "Option 2"). This means that the long-bored tunnel option across the River Tees direct to the PCC site has been removed, and the land area within Work No. 2A has been reduced. • Work Number 6: the removal of the long-bored tunnel for the Gas Connection also removes the Applicants' original option ("Option 1") to use the same tunnel for the routing of the CO2 Gathering Network across the River Tees to the PCC site. The Applicants' preferred option is now within the existing Sembcorp No. 2 Tunnel from Navigator Terminals to the northern bank of the mouth of Dabholm Gut ("Option 3"), selection of this or Option 2 (HDD Option) is to be confirmed. • The Applicants' pipelines under Work No. 2A, 5C and 6 will also be routed and co-located within the Link Line Corridor specifically to minimise sterilisation of land.

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	<p>Taken together the Applicants have selected, or is intending to select as its preferred option, existing utility corridors that will have the least impact on third party landowners in terms of the nature and extent of land requirements. In addition to the necessity for this infrastructure to be located within the Link line Corridor in order to construct and operate the Proposed Development, the Applicants are satisfied that the degree of interference involved in each case is proportionate. As set out at paragraph 5.1 - 5.4, the Applicants' preference remains to enter into a voluntary agreement with HPU and other third-party operators including Sembcorp in order to secure the land rights and related protections for the delivery of the Proposed Development. However, in the absence of those agreements having been entered into, the Applicants' position is that the powers of compulsory acquisition in the DCO are required.</p> <p>5.7 – 5.8 For the foregoing reasons the Applicants consider the protective provisions to be robust and sufficient to safeguard HPU's interests and avoid the private and public losses HPU refer to. However, the Applicants will continue to engage with HPU with a view to agreeing mutually acceptable terms.</p>
<p>6 CONCLUSION</p> <p>6.1 HPU maintains its objection until it has agreed protective provision for the safeguarding of its infrastructure with the Applicant.</p> <p>6.2 Unless and until HPU's interests are adequately protected it shall ask that the Examining Authority considers that the Application for the Scheme as currently presented cannot be accepted.</p>	<p>6.1 - 6.2 As set out in Part 3 ('matters agreed') of the Statement of Common Ground between the Applicants and HPU [REP1-033] the parties will continue discussions with a view to agreeing mutually acceptable protective provisions.</p>

8.0 RESPONSE TO NATIONAL GRID ELECTRICITY TRANSMISSION PLC [REP2-066]

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<p>Introduction</p> <p>1.1 BCLP made a relevant representation on behalf of National Grid Electricity Transmission Plc (“NGET”) in this matter on 10th December 2021 in order to protect apparatus owned by NGET.</p> <p>1.2 NGET does not object in principle to the development proposed by NZT Power and NZNS Storage (the “Promoter”) and as defined as the “Authorised Development” in the draft Development Consent Order (the “Draft Order”).</p> <p>1.3 NGET does however, object to the Authorised Development being carried out in close proximity to its apparatus in the area unless and until suitable protective provisions and related agreements have been secured to its satisfaction.</p> <p>1.4 NGET also objects to any compulsory acquisition powers for land or rights or other related powers to acquire land temporarily, override or otherwise interfere with easements or rights or stop up public or private rights of access being invoked which would affect its land interests, rights, apparatus, or right to access and maintain its apparatus. This is unless and until suitable protective provisions and any other necessary and related amendments have been agreed and included in the Draft Order.</p> <p>1.5 NGET owns the electricity transmission network in England and Wales. NGET has licences to operate the electricity transmission network, and is required to comply with the terms of these licences in the delivery of their statutory responsibilities. NGET is subject to a statutory duty (under section 9 of the Electricity Act 1989) to, inter alia, maintain ‘an efficient, co-ordinated and economical’ system of electricity transmission.</p>	<p>1.1 Noted</p> <p>1.2 Noted, and acceptance of the principle of the Proposed Development welcomed.</p> <p>1.3 Noted, the Applicants intend to establish suitable protective provisions, and in May 2021 executed Bilateral Connection Agreement, and CUSC Accession Agreement (“Connection Agreement(s)”)</p> <p>1.4 The listed works in the draft DCO reflect the route of new cables and local switchyard/compound discussed with NGET in the Connection Application. In the absence of agreements with landowners and NGET as applicable, the Applicants require compulsory acquisition of land or rights or powers to possess land temporarily in order to deliver the Proposed Development.</p> <p>1.5 Noted</p>
<p>2 NGET ASSETS</p> <p>2.1 NGET has sub stations and high voltage electricity overhead transmission lines within or in close proximity to the proposed Order limits. The details of the electricity assets are as follows:</p> <p>Tod Point 275kV Substation and associated fibre cables Tod Point 66kV Substation Saltholme 275kV Substation (outside the red line but in close proximity so may be some impact on access etc) YYQ (275kV) overhead line Hartlepool - Tod Point, Lackenby - Tod Point ZZA (400kV) overhead line Lackenby - Norton 400kv 1, Lackenby - Tod Point YYJ/N (400kV) overhead line Lackenby - Norton 400kv 1 Norton</p> <p>as shown on the plans appended. These Assets form an essential part of the electricity transmission network in England and Wales.</p>	<p>2.1 The Applicants worked closely with NGET in identifying the new cables routes and new local switchyard/compound areas with consideration of all of the NGET assets listed, during the Connection Application stage of the Proposed Development. The final details remain subject to final design and agreement with NGET (as described in the Connection Agreement(s)). The Applicants continue to work with NGET regarding the finalisation of layout and line routes.</p> <p>2.2 The protective provisions provided by the Applicants in the Draft DCO provide detailed terms for the protection of NGET, including in relation to its assets and access routes.</p> <p>2.3 The Applicants confirm that site specific interactions, layout and clearance requirements, will be applied in accordance with the Connection Agreement(s), applicable standards, codes and regulations. The protective provisions secure adequate controls for NGET in respect of the detailed design of the Proposed Development.</p>

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<p>2.2 In respect of the NGET Assets and OHL's (and any other NGET infrastructure located within the current Order limits, or in close proximity to the Authorised Development and associated works), NGET will require protective provisions to be put in place to ensure:</p> <p>that all NGET interests and rights, including rights of access to pylon bases, are unaffected by the powers of compulsory acquisition, temporary possession, and the grant and/or extinguishment of rights as set out in the Draft Order; and</p> <p>that appropriate protection for the NGET Assets and OHL and any other retained apparatus is maintained during and after construction of the Authorised Development in accordance with both the protective provisions and the relevant safety standards below.</p> <p>2.3 Investigations regarding site specific interactions and impacts, including clearance requirements, are ongoing between NGET and the Promoter, and NGET reserves the right to raise further issues as these discussions progress.</p>	
<p>3 NGET REGULATORY PROTECTION FRAMEWORK</p> <p>3.1 NGET has issued guidance in respect of standards and protocols for working near to electricity transmission equipment in the form of:</p> <p>Third Party Working near National Grid Electricity Transmission equipment - Technical Guidance Note 287. This cross refers to statutory electrical safety clearances which are used as the basis for ENA (TA) 43-8, which must be observed to ensure safe distance is kept between exposed conductors and those working in the vicinity of electrical assets; and</p> <p>Energy Network Associations Development near Overhead Lines ENA (TS) 43-8, which sets out the derivation and applicability of safe clearance distances in various circumstances including crossings of overhead lines and working in close proximity.</p> <p>Additionally, HSE's guidance note 6 "Avoiding Danger from Overhead Power Lines" summarises advice to minimise risk to life/personal injury and provide guidance to those planning and engaging in construction activity in close proximity to overhead lines.</p> <p>3.2 NGET requires specific protective provisions in place to provide for an appropriate level of control and assurance that industry standards will be complied with in connection with works to and in the vicinity of its electricity assets (including the OHL).</p>	<p>3.1-3.2 Acknowledged, the Applicants intend to respect the standards and protocols listed, and work closely with NGET regarding any site-specific elements of the Proposed Development. The Applicants are in discussion with NGET on protective provisions. To date, NGET's comments on the protective provisions have not introduced the documents listed. The Applicants will continue to engage with NGET on the draft protective provisions.</p>
<p>4 PROPERTY ISSUES</p> <p>4.1 NGET asserts that maintaining appropriate property rights to support its assets and protecting these from compulsory acquisition and related powers in the Draft Order is a fundamental safety issue.</p> <p>4.2 Insufficient property rights would have the following safety implications:</p>	<p>4.1-4.2 Noted, please see Applicants' response to paragraph 2.1. The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition / temporary possession powers and why there is a compelling case in the public interest for the Applicants to be granted such powers. In the event a voluntary agreement cannot be reached between the Applicants and NGET, protective provisions are included in the draft DCO for the benefit of NGET.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>inability for qualified personnel to access apparatus for its maintenance, repair and inspection; risk of strike to buried assets or cable/overhead lines if development occurs within the easement zone which seeks to protect such apparatus; and risk of inappropriate development within the vicinity of the assets, thereby increasing the risk of damage to the asset and to the integrity of the electricity transmission network.</p>	
<p>5 PROTECTIVE PROVISIONS</p> <p>5.1 NGET seeks to protect its statutory undertakings, and insists that in respect of connections and work in close proximity to its apparatus as part of the Authorised Development the following procedures are complied with by the Promoter:</p> <p>NGET as relevant is in control of the plans, methodology and specification for works within specified distances of any retained Apparatus; works within the vicinity of NGET's apparatus are not authorised or commenced unless protective provisions are in place preventing compulsory acquisition of NGET's land or rights or the overriding or interference of the same. Any acquisition of rights must be subject to NGET's existing interests and rights and not contradict or cut across such rights; and appropriate surety and insurance provisions are in place to back up an uncapped indemnity to protect NGET from any damage, losses or claims arising from the Authorised Development.</p> <p>5.2 Despite preliminary discussions with the Promoter relating to the same, the Draft Order does not yet contain fully agreed protective provisions to NGET's satisfaction, making it currently deficient from NGET's perspective.</p> <p>5.3 Should it not be possible to reach agreement with the Promoter, in relation to protective provisions and related contractual obligations between the parties NGET reserves the right to attend a Compulsory Acquisition Hearing or Issue Specific Hearing to address the required format of the Protective Provisions and any necessary amendments to the Draft Order.</p> <p>5.4 If this is necessary, NGET reserves the right to provide the Examining Authority with further written information in advance in support of any detailed issues remaining in dispute between the parties at that stage.</p> <p>[See full response for Appendices]</p>	<p>5.1 Noted. With respect of connections and work in close proximity to its apparatus as part of the Authorised Development the Applicants intend to comply with the procedures listed, as applicable. The Applicants will work with NGET to establish the specified distances from any retained Apparatus, and within such distances will establish mutually agreed controls and methodologies and specifications. The definition of 'specified works' within Part 3 of Schedule 12 to the DCO and related controls in the following provisions ensure that NGET's apparatus is protected.</p> <p>5.2 Noted, the Applicants confirm that they are continuing to discuss the protective provisions with NGET and bring forward additional protections in the draft DCO to be submitted at Deadline 4. Notwithstanding the Applicants' view that they are at present adequate.</p> <p>5.3 Noted.</p> <p>5.4 Noted.</p>

9.0 RESPONSE TO NATIONAL GRID GAS PLC [REP2-067]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>Introduction</p> <p>1.1 BCLP made a relevant representation on behalf of National Grid Gas Plc (“NGG”) in this matter on 10 December 2021 in order to protect apparatus owned by NGG.</p> <p>1.2 NGG does not object in principle to the development proposed by NZT Power and NZNS Storage (the “Promoter”) and as defined as the “Authorised Development” in the draft Development Consent Order (the “Draft Order”).</p> <p>1.3 NGG does however, object to the Authorised Development being carried out in close proximity to its apparatus in the area unless and until suitable protective provisions and related agreements have been secured to its satisfaction.</p> <p>1.4 NGG also objects to any compulsory acquisition powers for land or rights or other related powers to acquire land temporarily, override or otherwise interfere with easements or rights or stop up public or private rights of access being invoked which would affect its land interests, rights, apparatus, or right to access and maintain its apparatus. This is unless and until suitable protective provisions and any other necessary and related amendments have been agreed and included in the Draft Order.</p> <p>1.5 NGG is the sole owner and operator of the gas transmission system in Great Britain. NGG has licences to operate the gas transmission network, and is required to comply with the terms of these licences in the delivery of their statutory responsibilities. NGG is under a statutory duty (under section 9 of the Gas Act 1986) to, inter alia, develop and maintain an efficient and economical network for the conveyance of gas.</p>	<p>1.1 Noted</p> <p>1.2 Noted</p> <p>1.3 Noted, the Applicants intend to establish mutually acceptable suitable protective provisions with NGG.</p> <p>1.4 The potential gas pipeline routes and any above ground installations (AGIs) were discussed with NGG during the early assessment stage of the Proposed Development. Subject to agreements with landowners and NGG as applicable, the Applicants do not foresee the requirement for compulsory acquisition of land or rights or other related powers to acquire land temporarily, override or otherwise which would interfere with NGG easements or rights or stop up public or private rights of access.</p> <p>1.5 Noted</p>
<p>2 NGG ASSETS</p> <p>2.1 NGG owns and operates a high pressure gas transmission pipelines and above ground installations (“AGI’s”), as shown on the plans appended, located within or in close proximity to the proposed Order limits including:</p> <ul style="list-style-type: none"> • Feeder 6 Cowpen Bewley - Teesside BOC • Feeder 6 Teesside to PX • Feeder 6 Teesside BOC to Teesside BASF • Feeder 6 Cowpen Bewley - Billingham ICI • Billingham AGI (this adjacent to Plot 10) • Teesside AGI • Teesside BASF AGI • Teesside BOC AGI <p>2.2 These transmission assets form an essential part of the gas transmission network in England, Wales and Scotland.</p>	<p>2.1 The Applicants worked with NGG in identifying the potential new pipeline route and connection and the location of any AGI with consideration of all of the NGG assets listed during in the early assessment stage of the Proposed Development. The final details remain subject to agreements with landowners and NGG, as applicable. The Applicants intend to continue to work with NGG regarding the finalisation of layout and line routes.</p> <p>2.2 Noted.</p> <p>2.3 The Applicants confirm that site specific interactions, layout and clearance requirements, will be applied in accordance with the applicable standards, codes and regulations .</p> <p>2.4 Noted.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>2.3 In respect of the NGG Assets (and any other NGG infrastructure located within the current Order limits, or in close proximity to the Authorised Development and associated works), NGG will require protective provisions to be put in place to ensure:</p> <ul style="list-style-type: none"> (a) that all NGG interests and rights, including rights of access to Feeder Mains and the AGI's, are unaffected by the powers of compulsory acquisition, temporary possession, and the grant and/or extinguishment of rights as set out in the Draft Order; and (b) that appropriate protection for Feeder Mains and AGI's and any other retained apparatus is maintained during and after construction of the Authorised Development in accordance with both the protective provisions and the relevant safety standards below. <p>2.4 Investigations regarding site specific interactions and impacts are ongoing between NGG and the Promoter, and NGG reserves the right to raise further issues as these discussions progress.</p>	
<p>3 NGG REGULATORY PROTECTION FRAMEWORK</p> <p>3.1 Relevant guidance in respect of standards and protocols for working in the vicinity of high pressure gas pipelines applies in the form of National Grid Guidance for Safe Working in the vicinity of High Pressure Pipelines T/SP/SSW/22, which is aimed at parties carrying out work in the vicinity of high pressure gas pipelines and associated installations and is provided to ensure that those planning and undertaking work take appropriate measures to prevent damage.</p> <p>3.2 The requirements in T/SP/SSW/22 are also in line with the IGE (Institution of Gas Engineers) recommendations in IGE/SE/18 Edition 2 – Safe Working Practices to Ensure the Integrity of Gas Pipelines and Associated Installations and HSE's guidance document HS (G) 47 Avoiding Danger from Underground Services.</p> <p>3.3 NGG requires specific protective provisions to be put in place to provide for an appropriate level of control and protection for all retained assets (including Feeder Mains and the AGI's) and assurance that industry standards will be complied with in connection with works to and in the vicinity of the same.</p>	<p>3.1-3.3 Acknowledged, the Applicants intend to respect the standards and protocols listed, and work closely with NGG regarding any site-specific elements of the Proposed Development. The Applicants are in discussion with NGG on protective provisions. To date, NGG's comments on the protective provisions have not introduced the documents listed. The Applicants will continue to engage with NGET on the draft protective provisions.</p>
<p>4 PROPERTY ISSUES</p> <p>4.1 NGG asserts that maintaining appropriate property rights to support its assets and protecting these from compulsory acquisition and related powers in the Draft Order is a fundamental safety issue.</p> <p>4.2 Insufficient property rights would have the following safety implications:</p> <ul style="list-style-type: none"> (a) inability for qualified personnel to access apparatus for its maintenance, repair and inspection; (b) risk of strike to buried assets if development occurs within the easement zone which seeks to protect such apparatus; and (c) risk of inappropriate development within the vicinity of the assets, thereby increasing the risk of damage to the asset and to the integrity of the gas transmission network. 	<p>4.1-4.2 Noted, please see Applicants' response to paragraph 2.1. The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition / temporary possession powers and why there is a compelling case in the public interest for the Applicants to be granted such powers. In the event a voluntary agreement cannot be reached between the Applicants and NGG, protective provisions are included in the draft DCO for the benefit of NGG.</p>
<p>5 PROTECTIVE PROVISIONS</p>	<p>5.1 Noted. With respect of connections and work in close proximity to its apparatus as part of the Authorised Development the Applicants intend to comply with the procedures listed, as applicable. The Applicants will work with NGG to establish the specified distances from any retained Apparatus, and</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>5.1 NGG seeks to protect its statutory undertakings, and insists that in respect of connections and work in close proximity to its apparatus as part of the Authorised Development the following procedures are complied with by the Promoter:</p> <ul style="list-style-type: none"> (a) NGG is in control of the plans, methodology and specification for works within specified distances of any retained Apparatus; (b) works within the vicinity of NGG's apparatus are not authorised or commenced unless protective provisions are in place preventing compulsory acquisition of NGG's land or rights or the overriding or interference of the same. Any acquisition of rights must be subject to NGG's existing interests and rights and not contradict or cut across such rights; and (c) appropriate surety and insurance provisions are in place to back up an uncapped indemnity to protect NGG from any damage, losses or claims arising from the Authorised Development. <p>5.2 Despite preliminary discussions with the Promoter relating to the same, the Draft Order does not yet contain fully agreed protective provisions to NGG's satisfaction, making it currently deficient from NGG's perspective.</p> <p>5.3 Should it not be possible to reach agreement with the Promoter, in relation to the protect provisions and related contractual obligations between the parties NGG reserves the right to attend a Compulsory Acquisition Hearing or Issue Specific Hearing to address the required format of the Protective Provisions and any necessary amendments to the Draft Order.</p> <p>5.4 If this is necessary, NGG reserves the right to provide the Examining Authority with further written information in advance in support of any detailed issues remaining in dispute between the parties at that stage.</p>	<p>within such distances will establish mutually agreed controls and methodologies and specifications. The definition of 'specified works' within Part 3 of Schedule 12 to the DCO and related controls in the following provisions ensure that NGET's apparatus is protected.</p> <p>5.2 Noted, the Applicants intend to set out protective provisions to NGG's satisfaction in due course.</p> <p>5.3 Noted.</p> <p>5.4 Noted.</p>

10.0 RESPONSE TO NATURAL ENGLAND [REP2-065]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>1 Introduction</p> <p>1.1. Purpose and structure of these representations</p> <p>1.1.1. These Written Representations are submitted in pursuance of rule 10(1) of the Infrastructure Planning (Examination Procedure) Rules 2010 ('ExPR') in relation to an application under the Planning Act 2008 for a Development Consent Order ('DCO') for the Net Zero Teesside Project ('the Project') submitted by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited ('the Applicant') to the Secretary of State.</p> <p>1.1.2. Natural England has already provided a summary of its principal concerns in its Relevant Representations, submitted to the Planning Inspectorate on 17 December 2022. This document comprises an updated detailed statement of Natural England's views, as they have developed in view of the common ground discussions that have taken place with the Applicant to date. These are structured as follows:</p> <ol style="list-style-type: none"> a. Section 2 describes the conservation designations, features and interests that may be affected by the Project and need to be considered. b. Section 3 comprises Natural England's submissions in respect of the issues that concern it. This submission cross-refers to, and is supported by, the evidence contained in the Annexes. c. Section 4 is a dedicated section answering the Examining Authority's written questions which were asked on 19 May 2022, cross-referenced to the rest of this document. d. Section 5 provides a summary of Natural England's case. e. The Annexes contain evidence referred to in the main body of these Representations. <p>1.1.3. Natural England notes the Examining Authority's guidance that Written Representations "must not include hyperlinks to documents/evidence hosted on third party websites". Your Authority has provided further guidance on this matter in Advice Note 8.4: The Examination, which states that "hyperlinks to verifiable websites can be accepted in submissions and will not be redacted". As such, we have included hyperlinks [REDACTED] to evidence held on. We trust that this is acceptable to your Authority.</p> <p>1.1.4. A number of abbreviations and acronyms will be used in these Representations. These will be introduced where they first appear in the text.</p>	<p>1.1 The position of Natural England as set out in the Relevant Representation of 15 December 2021, and this Written Representation is noted. The Applicants provided a response to Natural England's Relevant Representation in [REP1-045].</p>
<p>PART 2 – CONSERVATION DESIGNATIONS, FEATURES AND INTERESTS THAT COULD BE AFFECTED BY THE PROPOSED PROJECT</p> <p>2 The following is a brief summary of the interest features of the relevant designated areas of concern in this matter. Designation citations and maps are included in Annexes A and B.</p> <p>2.1 International conservation designations where Likely Significant Effects have been identified:</p> <p>Teessmouth and Cleveland Coast Special Protection Area (SPA), which is designated for:</p> <ul style="list-style-type: none"> • Avocet (<i>Recurvirostra avosetta</i>) – breeding • Common tern (<i>Sterna hirundo</i>) – breeding • Knot (<i>Calidris canutus</i>) – non-breeding 	<p>2.1 – The Applicants acknowledge that the international conservation designations where Likely Significant Effects (LSE) have been identified concurs with the Applicant's assessment provided in Section 5.0 of the Habitats Regulations Assessment (HRA) Report [AS-194] and also included in the updated HRA Report (V4) submitted at Deadline 3 (Document Ref. 5.13).</p> <p>2.2 The Applicant notes that in relation to the Teesmouth and Cleveland Coast SPA/ Ramsar, a number of impact pathways have also been screened out from Appropriate Assessment in paragraph 5.2.1, and those screened in are set out in paragraph 5.2.2.</p> <p>2.2.1 This is noted by the Applicant.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<ul style="list-style-type: none"> • Little tern (<i>Sterna albifrons</i>) – breeding • Redshank (<i>Tringa tetanus</i>) – non-breeding • Ruff (<i>Calidris pugnax</i>) – non-breeding • Sandwich tern (<i>Sterna sandvicensis</i>) – non-breeding • Waterbird assemblage <p>Teesmouth and Cleveland Coast Ramsar, which is designated for:</p> <ul style="list-style-type: none"> • Knot (<i>Calidris canutus islandica</i>) - Wintering • Redshank (<i>Tringa tetanus</i>) - Passage • Sandwich tern (<i>Thalasseus sandvicensis</i>) - Passage • Waterbird assemblage - Wintering <p>North York Moors (Special Area of Conservation), which is designated for:</p> <ul style="list-style-type: none"> • Northern Atlantic wet heaths with <i>Erica tetralix</i> • European dry heaths • Blanket bog <p>North York Moors SPA, which is designated for:</p> <ul style="list-style-type: none"> • Golden plover (<i>Pluvialis apricaria</i>) – breeding • Merlin (<i>Falco columbarius</i>) – breeding <p>Southern North Sea SAC, which is designated for:</p> <ul style="list-style-type: none"> • Harbour porpoise (<i>Phocoena phocoena</i>) <p>2.2 International conservation designations where no Likely Significant Effects have been identified</p> <p>Natural England agrees with the conclusions of the Applicant's Habitat Regulations Assessment Report (revision 3.0, April 2022) that the proposal is not likely to have significant effects on the following sites:</p> <ul style="list-style-type: none"> • Durham Coast SAC • Berwickshire and North Northumberland Coast SAC • Northumbria Coast SPA • Northumbria Coast Ramsar • The Wash and North Norfolk Coast SAC • Humber Estuary SAC • River Tweed SAC • Tweed Estuary SAC <p>2.2.1 Natural England notes the Examining Authority's question BIO.1.48 (ExA1 – 19 May 2022) regarding a discrepancy between the Northumbria Coast SPA Citation and Conservation Objectives documents. We can confirm that Applicant's Habitats Regulations Assessment (HRA) Report has identified the correct features, as stated in the SPA citation. The Northumbria Coast SPA Conservation Objectives document has omitted Arctic tern (<i>Sterna paradisea</i>) in error.</p>	<p>2.2.2 This is noted by the Applicant.</p> <p>2.4 This is noted by the Applicant.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>2.2.2 Similarly, regarding the Examining Authority's question BIO.1.49 (ExA1 – 19 May 2022), Natural England confirms that the Conservation Objectives for the Teesmouth and Cleveland Coast SPA and Northumbria Coast SPA should be used in the assessment of Ramsar sites which share the same qualifying features and boundaries.</p> <p>2.3 National conservation designations</p> <p>2.4 For brevity, only the summary list or summary text of each site's importance and interest features is included below. For the full citation on each of the below designated sites, see [REDACTED].</p> <p>Teesmouth and Cleveland Coast Site of Special Scientific Interest (SSSI) The Teesmouth and Cleveland Coast SSSI is of special interest for the following nationally important features that occur within and are supported by the wider mosaic of coastal and freshwater habitats:</p> <ul style="list-style-type: none"> • Jurassic geology; • Quaternary geology; • sand dunes; • saltmarshes; • breeding harbour seals <i>Phoca vitulina</i>; • breeding avocet <i>Recurvirostra avosetta</i>, little tern <i>Sternula albifrons</i> and common tern <i>Sterna hirundo</i>; • a diverse assemblage of breeding birds of sand dunes, saltmarsh and lowland open waters and their margins; non-breeding shelduck <i>Tadorna tadorna</i>, shoveler <i>Spatula clypeata</i>, gadwall <i>Mareca strepera</i>, ringed plover <i>Charadrius hiaticula</i>, knot <i>Calidris canutus</i>, ruff <i>Calidris pugnax</i>, sanderling <i>Calidris alba</i>, purple sandpiper <i>Calidris maritima</i>, redshank <i>Tringa totanus</i> and Sandwich tern <i>Thalasseus sandvicensis</i>; • an assemblage of more than 20,000 waterbirds during the non-breeding season; and • a diverse assemblage of invertebrates associated with sand dunes. <p>Teesmouth National Nature Reserve (NNR)</p> <ul style="list-style-type: none"> • >20,000 waterbird assemblage • BAP breeding birds; waders, grey partridge, skylark, linnet, reed bunting • Community Involvement • Demonstration • Education • Estate Assets • Harbour seal • Invertebrate assemblages • Knot (non-breeding) • Little tern (breeding) • Lyme grass moth <i>Photedes elymi</i> • Public Access • Redshank (non-breeding) 	

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<ul style="list-style-type: none"> • Research • Ringed plover (spring) • Saltmarsh plant assemblages • Sand dune plant assemblages • Sandwich tern (post-breeding) • Shelduck (winter) • Tees Lowlands JCA feature • World War II defensive structures - Blockhouses, tank traps <p>Saltburn Gill SSSI Saltburn Gill is a steep-sided coastal dene, incised into glacial clays, shales and sandstones of the Lower Jurassic period. The site comprises the eastern slopes of the gill which are of particular importance in supporting one of the few relatively undisturbed areas of mixed deciduous woodland in Cleveland.</p> <p>North York Moors SSSI The North York Moors contain the largest continuous tract of heather moorland in England. The site is of national importance for its mire and heather moorland vegetation communities and of international importance for its breeding bird populations, particularly Merlin and Golden plover.</p> <p>Lovell Hill Pools SSSI The site comprises a series of shallow water bodies fringed by swamp vegetation, damp neutral grassland, Willow carr and scrub. The habitat supports an outstanding assemblage of dragonflies and damselflies.</p> <p>Durham Coast SSSI The Durham Coast includes virtually all the unimproved paramaritime Magnesian Limestone grassland in Britain. This vegetation is unique in the mix of plant communities present and is very different to the rest of the Magnesian Limestone grassland series. Exceptional mosaics of habitats and vegetation structures occur; of particular note are the unusual flush and fen meadow communities and areas of species-rich neutral grassland. An array of species are present, some nationally scarce, and the vegetation displays a rare mix of northern and southern phytogeographical elements. The dune system at Hart Warren is important for its species-rich dune and dune grassland communities. The site contains a sand and shingle beach that holds a nationally important breeding population of Little tern.</p> <p>Several discrete sections of coastline together support a nationally important populations of Purple sandpiper in winter. Significant roosts used by this species, some of which occupy artificial structures, are also included. Sanderling are also present in nationally important numbers. Marsden Bay supports long-established congregations of breeding Kittiwake, Fulmar and Cormorant.</p>	
<p>Natural England's concerns and advice</p> <p>2.5 The principal issues</p> <p>2.5.1. Natural England identified the following main issues in its Relevant Representations:</p>	<p>2.5.1 -2.5.2 The Applicants note Natural England's concerns.</p> <p>An assessment of water discharges (particularly nitrogen) to Tees Bay is being prepared, and is being discussed with both Natural England and the Environment Agency, and will be submitted at Deadline 4 or Deadline 5. The date of submission is dependent on the provision of information by the Environment Agency on other discharges to Tees Bay.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>a. The potential for process water discharges (particularly nitrogen) to have adverse effects on site integrity of the adjacent designated sites;</p> <p>b. The potential impacts of installing rock armour protection have not been assessed in the HRA.</p> <p>2.5.2. Natural England has become aware of the following additional issue since submitting its Relevant Representations:</p> <p>a. The potential impacts of a bore collapse or the release of boring fluid during Horizontal Directional Drilling (HDD) activities have not been assessed in the HRA.</p> <p>2.6 These issues will be discussed in corresponding sections below along with any updates on the progress or resolution of issues.</p> <p>2.6.1. The potential for process water discharges (particularly nitrogen) to have adverse effects on site integrity of the adjacent designated sites.</p> <p>a. Natural England's Relevant Representations stated the following on this issue:</p> <p>i. Chapter 9 Surface Water, Flood Risk and Water Resources of the Environmental Statement Volume 1 for the Application states that the operational phase of the 'electricity generating station with post-combustion carbon capture' will result in discharges of effluent waters into the Tees Bay. These include the following: potentially contaminated surface water, process waters (including ammonia and urea), and blowdown waters, which will be discharged at an existing outfall in the Tees Bay or a new outfall to be constructed in the Tees Bay. These discharges will increase the overall loading of nutrients in the estuarine system, which could adversely effect the qualifying features of the Teesmouth and Cleveland Coast SPA/Ramsar and/or the special interest features of the Teesmouth and Cleveland Coast SSSI. Seal Sands is an area of particular concern, due to the growth of algal mats that are reducing the available foraging area for qualifying species (including knot, redshank and the waterbird assemblage).</p> <p>b. On 16 March 2022, Natural England issued a letter to all the relevant Competent Authorities regarding our advice for development proposals with the potential to affect water quality resulting in adverse nutrient impacts on habitats sites. This letter stated that: "Natural England advises you, as the Competent Authority under the Habitats Regulations, to carefully consider the nutrients impacts of any new plans and projects (including new development proposals) on habitats sites and whether those impacts may have an adverse effect on the integrity of a habitats site that requires mitigation, including through nutrient neutrality." See Annex D for a copy of this letter.</p> <p>c. The Teesmouth and Cleveland SPA/Ramsar is one of the Habitats sites that has been identified as being in unfavourable condition due to nutrient impacts. For further information about the evidence for this, see Annex E.</p>	<p>An assessment of installing rock armour protection has been included in an updated Habitats Regulations Assessment (HRA) Report (V4) (Document Ref 5.13) submitted at Deadline 3. Similarly, an assessment of the impacts of horizontal directional drilling (HDD) boring identified by Natural England in 2.5.2 as requiring inclusion have also been included in the updated HRA Report submitted at Deadline 3. In relation to these latter issues it is concluded that [no likely significant effects (LSE) on the protected sites would arise].</p> <p>2.6 The Applicants note Natural England's clarification of the issues to be assessed in relation to discharges to the Tees Bay and impacts on the Teesside and Cleveland Coast SPA and Ramsar, the impacts of installing rock armour protection, and the potential impacts of a bore collapse or drilling fluid release during HDD operations.</p> <p>The modelling requested at para. 2.6.1f is currently being undertaken and the results will be shared with Natural England and the Environment Agency once available. The updated HRA Report (V4) (Document Ref. 5.13) addressing Natural England's requests at paras. 2.6.2a and 2.6.3b. is submitted at Deadline 3.</p>
<p>2.7 Conclusions</p> <p>2.7.1. Natural England continues to work with the Applicant to resolve a number of outstanding issues. These relate to the requirements of the Habitats Regulations and ensuring that the proposal will not result in Adverse Effects on the Site Integrity of the Teesmouth and Cleveland Coast SPA/Ramsar.</p> <p>2.7.2. There is the potential for process water discharges (particularly nitrogen) to have adverse effects on site integrity of the adjacent designated sites. Natural England has requested further modelling and assessment to determine if these discharges could constitute potential Likely Significant Effects or</p>	<p>Natural England's conclusion in Section 2.7 are noted.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>potential Adverse Effects on Site Integrity for the Teesmouth and Cleveland Coast SPA/Ramsar. The Applicant has confirmed that they will consult Natural England once the modelling and assessment has been completed.</p> <p>2.7.3. The potential impacts of installing rock armour protection have not been assessed in the HRA. However, the Applicant has confirmed to Natural England that this matter will be fully addressed in a revised HRA.</p> <p>2.7.4. The potential impacts of a bore collapse or the release of boring fluid during HDD activities have not been assessed in the HRA. The Applicant has confirmed that they will incorporate appropriate mitigation measures for this eventuality into the Final CEMP. Natural England advises that this should also be fully addressed in a revised HRA.</p> <p>2.7.5. Natural England will continue to work with the Applicant to develop a Statement of Common Ground throughout the Examination period.</p> <p>[See full response for Annexes]</p>	

11.0 RESPONSE TO NORTH TEES LAND LTD [REP2-070]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>The application seeks development consent to authorise the construction, operation, and maintenance of the NZT Project (specifically a carbon dioxide pipeline) on land at and in the vicinity of the former Redcar Steel Works Site, Redcar and in Stockton-on-Tees, on Teesside.</p> <p>North Tees Land Limited ("NTLL"), North Tees Limited ("NTL") and North Tees Rail Limited ("NTRL") hold various interests within the site boundary in relation to the application by the Promoters for a development consent order ("the DCO"). NTLL, NTRL and NTL have been in communication with the Applicant for over a year and are yet to agree terms.</p> <p>NTLL, NTRL and NTL are awaiting a response to several items required as part of the Deadline 1 matters (due Thursday 26th May 2022) set in the dDCO (draft Development Consent Order). For convenience, a few of the matters are repeated below.</p> <p>For administrative and simplicity purposes, NTLL, NTRL and NTL requests that further communication to the Examination Authority ("ExA") is through NTL on behalf of North Tees Group of Companies ("NTG").</p> <p>As per the items in Deadline 2 set in the dDCO (draft Development Consent Order), NTG are responding to the ExA with the following Written Representation.</p>	<p>NTG's points are noted by the Applicants.</p>
<p>NTG remains highly concerned about the proposals to compulsorily acquire rights in its land as well as to extinguish existing easements and rights over its land. This is relied upon not only by NTG existing tenants but many other users and petrochemicals and manufacturing companies across Teesside. This infrastructure is vital to many of the manufacturing, distribution and industrial processes operating across Teesside and future developments at NTG's landholdings.</p>	<p>The Applicants require the ability to exercise compulsory acquisition of rights as they must be able to execute the development should the parties not reach a voluntary agreement. In circumstances where a voluntary agreement is reached, the Applicants need to retain their compulsory acquisition powers where NTG is in breach or where there is a need to acquire or suspend third party rights.</p> <p>It is noted that NTG has a number of tenants and users of their wider estate. As noted on NTG's website (extract below), the Proposed Development and particularly the routing of Work No. 6 within their existing pipeline infrastructure will offer their tenants the opportunity to capture their carbon dioxide emissions and have them transported away for storage.</p> <p>"With the announcement of the UK's first Carbon Capture, Utilisation and Storage project (CCUS) to be located at Teesside, which aims to capture 10 million tonnes of CO2 per year by as early as 2030. The North Tees Estate will utilise part of its existing infrastructure to support the project, thus providing a future opportunity or investor to access the CCUS project." 2</p>
<p>The extent of the site boundary/ easement area is simply too large and in part, inappropriate. Therefore, the sterilisation area is too large, and it is excessive for the NZT Project requirements. Rights are sought over an established multi- user service corridor for which there is an established market.</p>	<p>The Applicants have been in discussion with NTG and conducted a site walk with NTG on the 18th May 2022 to discuss the Applicants' progress on design and NTG's concerns. Following this meeting the Applicants have taken on board NTG's further feedback and assessed the Order Limits. The Applicants</p>

² [REDACTED]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>NTG view it as unsafe to grant the rights without controls and a CPO would give rise to an unregulated pipe with no basis for control and protection within a heavily regulated corridor where occupiers into specific covenants and obligations that all users accept. The footprint is excessive and inappropriate. NTG reconfirm their objection to the Net Zero Teesside Project and Development Consent Order Application and the grant of compulsory rights over their property and rights. Compulsory acquisition of rights by NZT will inevitably disrupt the carefully constructed legal provisions that exist. This effect will be the detrimental impact of NTG and potentially its tenants. NTG as freehold owner has a responsibility for managing the multi-use aspects of the corridor and this can only be achieved by direct contractual arrangements. This is to ensure that the installation of any apparatus must have regard to pre-existing legal rights for the current users of the corridor.</p>	<p>have identified further reductions to the Order Limits possible on North Tees Limited and North Tees Land Limited owned plots.</p> <p>The Applicants are developing the updated application documents for this change and intend to submit these to the ExA as soon as practical. In advance of submission the Applicants will share draft plans with NTG indicating the extent of reduction to Order Limits and plots impacted. Following this change, the remaining Order Land is required to ensure the safe and efficient design, construction, ongoing operation and maintenance of the CO2 Gathering Network (Work No. 6) pipeline.</p> <p>Work No. 6 will be designed and constructed to the required national and international standards in order to secure and maintain an operating licence. At a minimum this will require compliance with Construction Design and Management Regulations 2015 (CDM) and the Pipeline Safety Regulations 1996. The Applicants are confident that the pipeline can be safely installed and co-exist with existing apparatus. This has been demonstrated by operators who have installed the most recent pipelines safely and without detriment to other users of the corridor.</p> <p>The Applicants have included protective provisions within the Draft DCO [REP2-002] for the benefit of parties with apparatus within the Order limits, both specifically for the parties specified in Part 3 of Schedule 12 onwards, and generally within Parts 1 and 2 of Schedule 12.</p>
<p>There simply cannot be a compelling case for the compulsory acquisition of rights nor a right to extinguish existing easements in pipeline corridors where this will negatively impact NTG, NTG's tenants or limit its or their future developments. The appropriate means of acquiring the easement rights Net Zero Teesside needs is via commercial agreement with NTG. It is imperative that the Project's rights are granted in common with all other uses. Since the relevant rights can be acquired by commercial negotiation, powers of compulsory acquisition are not needed and cannot be justified. As matters stand, NTG's key requirements are:</p> <ol style="list-style-type: none"> I. The inclusion of suitable Requirements in the draft DCO to give NTG the opportunity to review and approve detailed design of the CO2 pipeline as part of the NZT Project Scheme. NTG should have a role as a consultee in the approval of detailed design of the CO2 pipeline of the Proposed Development through requirements in the DCO. II. The removal of powers of compulsory acquisition of rights in land over any NTG's interests. 	<p>The Applicants have sought compulsory acquisition powers to ensure that the proposed development can be delivered. Where necessary the Applicants have included protective provisions in the draft DCO to ensure that the interface with other apparatus is considered and controlled. The Applicants are content to also include appropriate controls, covenants and obligations in the voluntary agreements that the Applicants are actively negotiating and seeking agreement on, but require the powers to ensure that the project can be delivered.</p> <p>The Applicants have taken on board NTG's feedback, as recent as during the site visit on 18th May 2022. As above, the Applicants are developing updated application documents for Order Limit reductions to address NTG's concerns, while maintaining sufficient land to deliver the Proposed Development.</p> <p>The Applicants continue to work with NTG to progress discussions towards concluding a voluntary agreement. In addition, a set of protective provisions will be added to the draft DCO at Deadline 4 for the benefit of NTG.</p> <p>The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition powers and, if those powers need to be relied upon, why there is a compelling case in the public interest for the Applicants to be granted such powers. However, the Applicants' preference remains to reach voluntary agreements with all affected parties.</p> <p>The Applicants have sought to constructively engage with NTG with a view to concluding a voluntary agreement and associated protective provisions and the Applicant will continue to engage with NTG throughout the design process. It is the preference of the Applicants to conclude a voluntary agreement rather than rely on the compulsory purchase powers sought under the DCO.</p>

12.0 RESPONSE TO NORTHUMBRIAN WATER LIMITED [REP2-074]

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>Northumbrian Water Limited ("NWL") is appointed by the Water Industry Act 1991 ("WIA") as water and sewerage undertaker for the Teesside region, which includes the area within which the Net Zero Teesside Project ("the Proposal") is located. The Applicant is seeking a Development Consent Order (the "DCO") on land at and in the vicinity of the former Redcar Steel Works site, Redcar and in Stockton-on-Tees, on Teesside (the 'Site'). The former Steel Works site, along with other land required for the Proposed Development, lies within the boundary of the land controlled by the South Tees Development Corporation ('STDC'), which is now known as 'Teesworks'.</p>	
<p>Compulsory Acquisition and Protective Provisions</p> <p>NWL does not in principle object to the Proposal. However, NWL's has various interests including:</p> <ol style="list-style-type: none"> 1. Land where NWL is either occupier, tenant or lessee and/or has access to for their own operations and maintenance 2. Land that contains NWL apparatus required for delivery of raw and potable water 3. Land that contains NWL apparatus for the collection of sanitary waste 4. As a supplier of raw water and potable water to the Applicants' Proposed Development located at Teesworks 5. As a wastewater treatment plant (WwTP) operator able to treat some of the Applicants' effluents should a mutually agreeable Effluent Management Contract be put in place the ("NWL Land"). <p>The NWL Land would be subject to temporary possession and/or acquisition of rights in the DCO. The southern and eastern boundaries of the Brans Sands sewage works (leased and operated by NWL) are directly adjacent to the proposed pipeline route of the Proposal, with the access routes to the sewage works encroaching into the proposed red line Boundary of the Proposal. NWL's technical team is continuing to assess the impact of the compulsory powers upon its operational requirements and until it is satisfied that the protective provisions agreed with the applicant are satisfactory, NWL maintains its objection.</p> <p>The NWL owned apparatus to the west, on the River Tees and the River Bank could also be subject to compulsory purchase powers under the DCO, as the proposed red line boundary of the Proposal covers a large area including this NWL apparatus. The proposed gas pipeline will directly cross through the NWL apparatus, should no measures be put into place to protect NWL assets.</p> <p>NWL is in ongoing discussions with the Applicant in relation to its objections and therefore may be able to reach agreement with the Applicant in relation to some of the objections.</p> <p>NWL is negotiating its own set of Protective Provisions with the Applicant. These negotiations have been positive and NWL is confident that these will be agreed during the examination period, along with any side agreements required to protect NWL's assets successfully.</p>	<p>The Applicants welcome NWL's confirmation that it does not object to the principle of the Proposed Development. The Applicants consider that adequate protective provisions are proposed, and notwithstanding that, they are content to continue discussing them with NWL. The Applicants continue to work with NWL on both technical and commercial matters, in this manner the parties have established fortnightly interface meetings during 2Q 2022.</p> <p>The Applicants are aware of NWL's existing sites, apparatus and access routes. As part of FEED for the Proposed Development, the Applicants' nominated contractor will use as-built information to influence the design and construction methodology. The Applicants consider that through protective provisions and design development (with NWL's input secured by the protective provisions) that NWL's concerns with the Proposed Development are adequately addressed.</p> <p>Regarding the interaction between NWL apparatus and the proposed gas pipeline. The extent of Work No. 2A has been significantly reduced following the acceptance by the ExA [PD-010] of the change request submitted by the Applicants [AS-047]. The remaining interaction between NWL apparatus and Work No. 2A would be limited to the pipeline routing from the Bran Sands AGI (Work No. 2B) to the PCC site. As stated previously, the Applicants will use as-built information of NWL's apparatus to influence the design and construction methodology for the Proposed Development. With this and the protective provisions, the Applicants are confident that NWL's concerns are adequately addressed.</p> <p>The Applicants have agreed with NWL to include a set of protective provisions specifically for NWL in the Draft DCO, which they will do at Deadline 4, and welcome NWL's confirmation that negotiations have been positive to date. The Applicants require powers of compulsory acquisition and temporary possession in order to deliver the Proposed Development, in the absence of those agreements having been entered into. The Applicants note that the new protective provisions proposed include terms requiring NWL's approval to works within the 'standard protection strips' and prior to altering, removing or re-locating any NWL apparatus, and providing for NWL's continued access to its apparatus.</p>
<p>Water Supply/Water Discharge Capacity/Wastewater treatment</p> <p>Section 9.5 of the Environmental Statement [APP-091] outlines that the Proposed Development would have a significant demand for water. The options available for supplying potable water needed to construct and operate the Proposal continue to be considered by NWL but further assessment is required to determine the final design which would have the capability of supplying the Proposal from NWL's infrastructure. NWL is currently in the process of recruiting a project manager for this scheme and should be able to provide more detailed information on this shortly.</p>	<p>Construction demand for water is expected to be lower than the operational demand of 82M l/d assessed in Chapter 9 of the ES [APP-091]. The Applicants are in regular discussion with NWL and water demand for the Proposed Development forms part of these discussions. The Applicants welcome the appointment of a project manager to act as an interface point for the Proposed Development. Early discussions held with NWL confirmed that the above water demand can be supplied through the existing NWL raw water feed on Teesworks. The Applicants will continue to work with NWL and support them with the required data to ensure that water required to support the operation of the Proposed Development is available.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>The Environmental Statement outlined two options for treatment of wastewater produced by the Proposed Development. One option is to utilise the Bran Sands WwTP via commercial agreement with NWL. The Applicant and NWL are continuing to engage on the option for wastewater treatment at the Bran Sands WwTP but the final selection has not been made.</p>	<p>The Applicants' preference is to utilise and support local infrastructure where possible for the Proposed Development, potential use of Brans Sands WwTP is a good example of this approach. The Applicants continue to discuss with NWL a commercial agreement for wastewater treatment at Brans Sands WwTP (Work No. 5C). In addition to NWL, the Applicants are also in discussions with Environment Agency and Natural England on Work No. 5C. The Applicants are working to address the environmental and commercial matters linked to Work No. 5C and will keep the ExA updated on progress through the respective SoCGs.</p>

13.0 RESPONSE TO ORSTED HORNSEA PROJECT FOUR LTD [REP2-089]

13.1 Overview

- 13.1.1 At Deadline 2, the Applicants provided their responses to Orsted Hornsea Project Four Limited's ("Orsted") Deadline 1 submissions ([REP2-060](#), section 6).
- 13.1.2 Orsted provided their own further submissions at Deadline 2, building on those they previously submitted at Deadline 1. Broadly, these submissions focussed on:
- 13.1.3 Why it is necessary to consider in the NZT DCO examination the interface between Orsted's Hornsea Project Four Offshore Wind Farm ("Hornsea Project 4") and the NEP Project (to which the Proposed Development constitutes an onshore component part of);
- 13.1.4 Similarly, why protective provisions are needed in the NZT DCO for the benefit of Hornsea Project 4; and
- 13.1.5 Why it is not appropriate to include provision in the NZT DCO disapplying the Interface Agreement (as proposed by Article 49 of the NZT DCO).
- 13.1.6 The Applicants consider that their Deadline 2 submissions addressed the substance of these points (where necessary) and do not propose to repeat the same here to limit duplication; however, the Applicants' have made limited further submissions below where it is considered that the additional clarification may assist the Examining Authority ("ExA").

13.2 Interface between hornsea project 4 and the nep project

- 13.2.1 Orsted make a number of detailed submissions regarding the interface between the NEP Project and Hornsea Project 4; however, the Applicants would respectfully submit that the majority are irrelevant to the examination of the Proposed Development.
- 13.2.2 The Applicants' have previously explained the component parts of the NEP Project and their respective consenting processes ([REP1-035](#), responses to Agenda items 4 and 5, electronic pages 10 and 11). In effect, Orsted's submissions concern the interface between the proposed offshore carbon storage facility (the "Endurance Store") and Hornsea Project 4 within an overlapping area of seabed (the "Overlap Zone"). The Endurance Store is a distinct component part of the NEP Project subject to its own consenting process.
- 13.2.3 As the Applicants have explained in their previous submissions ([REP2-060](#), paragraph 6.2.8), the Proposed Development's boundary does not extend to the Overlap Zone and so does not have any direct physical conflict or interaction with Hornsea Project 4.
- 13.2.4 Conversely, Orsted submit that due to the link between the onshore and offshore elements of the NEP Project, the Proposed Development is by consequence linked to Hornsea Project 4 and point to the provision of Article 31(1) of the DCO in support of their position (see paragraphs 5.3, 6.4 and 10.1 of Orsted's Deadline 2 submission ([REP2-089](#))).

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- 13.2.5 To clarify, the Applicants do not contend there is no link between the onshore and offshore elements of the NEP Project – clearly there is and that is not disputed, and indeed is expressly acknowledged/referenced in the NZT DCO as Orsted highlight.
- 13.2.6 However, it does not follow that the existence of this connection means that there is a consequent link between the Proposed Development and Hornsea Project 4, or a need to condition the NZT DCO in some way to preserve the delivery or viability of Hornsea Project 4. They are separate points and not mutually exclusive. This is evidenced by the fact that, as noted in the Applicants' response to Deadline 2 ([REP2-060](#), paragraph 6.2.11)), there is nothing proposed to be authorised under the NZT DCO which would physically interact with or present an impediment to the project proposed to be authorised under the Hornsea Project 4 DCO.
- 13.2.7 Orsted appear to suggest that it is necessary to engage with these issues in the NZT DCO examination, rather than through any separate consent process for the Endurance Store, because the DCO process is more appropriate for such debate (see paragraph 6.3 of their Deadline 2 submission). The Applicants' do not agree with that characterisation, but in any case, do not consider that to be relevant as the DCO process is being used to examine the interface between the Endurance Store and Hornsea Project 4 within the Hornsea Project 4 DCO examination. Extensive technical and legal submissions have been, and continue to be made, in that examination and there is no need to duplicate the same in this examination.

13.3 Protective provisions

- 13.3.1 Based on their submission that there is a clear link between the Proposed Development and Hornsea Project 4, Orsted further submit that the protective provisions they enclose in Appendix 1 to their submission ([REP2-089](#)) are necessary and justified.
- 13.3.2 For the reasons stated above, the Applicants disagree and do not consider there to be any nexus between the Proposed Development and Hornsea Project 4, and so no need/justification for Orsted's proposed protective provisions.
- 13.3.3 By consequence, the Applicants do not propose to further comment on the detail of Orsted's proposed protective provisions.

13.4 Disapplication of the interface agreement

- 13.4.1 Orsted made a number of further submissions concerning the proposed disapplication of the Interface Agreement within the NZT DCO (Article 49), including extensive legal submissions ([REP2-092](#)) which replicate those submitted into the Hornsea Project 4 DCO examination in relation to this point.
- 13.4.2 Orsted acknowledge in Paragraph 5 of the cover note to those legal submissions ([REP2-092](#), paragraph 5, electronic page 3) the scope for duplication of resource/time that would amount from re-litigating these same submissions in the NZT DCO examination. As explained in previous submissions, the Applicants' agree and bp, as operator on behalf of NEP), will respond to these legal submissions in the Hornsea Project 4 examination. For completeness, the Applicants will submit the same response into the NZT DCO examination once available (likely at Deadline 4)
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and will of course be happy to elaborate on such submissions specific to the NZT DCO should the ExA consider necessary or appropriate.

13.5 Policy

13.5.1 At Appendix 2 to their Deadline 2 submission, Orsted provided a summary of the current UK policy support and carbon capture and storage projects. This mirrors a policy paper submitted by Orsted into the Hornsea Project 4 examination³ and to which bp confirmed in response that it agreed with the summary and had no additional comment to make.

13.5.2 The Applicants' do not consider the policy summary to have relevance to the examination of the NZT DCO (for the reasons advocated above and in previous submissions), but are happy to confirm (for completeness) that they agree with and have no comment to make in its respect.

³ Appendix 1.2 of Orsted's Deadline 1 submission -
<https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010098/EN010098-001067-Hornsea%20Project%20Four%20-%20Position%20Statement%20with%20BP.pdf>

14.0 RESPONSE TO REDCAR BULK TERMINAL

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>Introduction</p> <p>1. This Written Representation is submitted on behalf of Redcar Bulk Terminal Limited (Company Registration Number 07402297) of Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, NE1 4BF ("RBT").</p> <p>2. As stated within RBT's Relevant Representation [RR-001], RBT is the operator of a deep-water marine terminal situated on the South Bank of the River Tees ("the Terminal"). The Terminal has been visited by the Examining Authority as part of the Accompanied Site Inspection on 12 May 2022.</p> <p>3. The Terminal consists of a 320 metre long quay at the Terminal, equipped with 2 rail mounted gantry cranes used for loading and unloading bulk and irregular sized cargo, with a capacity of up to 40,000 tonnes per day. The Terminal itself is the deepest on the east coast of the United Kingdom, being capable of handling Cape Size Vessels with drafts of up to 17 metres and operating 24-hours a day, 365 days a year.</p> <p>4. The Terminal includes a c.130-hectare area adjacent to the quay used for short and long-term storage and processing for bulk cargoes. Parts of this site are also leased, licensed or under option to third parties for use in their various businesses. In addition to the lessees and licensees, RBT has a range of other customers bringing material in through the Terminal governed through short and long term materials handling and storage contracts. Those contractual arrangements are negotiated on commercial terms.</p> <p>5. The Terminal has separate rail access and handling facilities for rapid loading and off-loading of rail freight traffic and direct access to the UK rail and road networks with links to the A66, A19 and A1(M). The Terminal (and in turn its lessees and licensees) have the benefit of easements over neighbouring land which allow for onward road connections to the highway.</p> <p>6. As stated in RBT's Relevant Representation [RR-001], RBT does not object to the principle of the underlying Project in terms of the benefits it seeks to deliver to Teesside and region beyond. However, it is concerned with the impact of the Project detrimentally affecting RBT's on-going operations at the Terminal as well as that of its customers, lessees and licensees, particularly concerning interference from the use of compulsory acquisition powers within the DCO.</p> <p>7. RBT has been in discussions and then subsequently, commercial negotiations, with NZT since around October 2020. However, RBT would stress that these negotiations have always been in context of NZT's commercial use of the Terminal as a paying customer, for the unloading of loads during construction, rather than in the context of the use of compulsory acquisition powers within the DCO.</p>	<p>RBT and the Applicants have agreed in principle a comprehensive set of heads of terms (HOT), June, 2022 and the Applicants will continue to work with RBT to reach a voluntary agreement on a suite of agreements which address all aspects of interaction between RBT and the Applicants.</p> <p>Considering the specific points raised:</p> <p>1-5 – Noted</p> <p>6. The Applicants welcome confirmation that RBT does not object in principle to the Proposed Development. RBT and the Applicants have agreed the HOT. The Applicants and RBT are continuing to negotiate the protective provisions. Once this and other applicable agreements are mutually finalised the Applicants anticipate that no compulsory acquisition powers will be required over RBT land.</p> <p>7. The HOT outlines the terms for the Applicants' commercial use of the Terminal as a customer, for the unloading of loads during construction, and temporary use of land. These commercial arrangements, if concluded, would provide the Applicants with access to the necessary land and would allow (other than where RBT is in breach of an agreement, or in respect of third party interests) the Applicants to rely on the negotiated agreements, rather than using powers within the DCO.</p>
<p>NZT proposed operations on RBT land under the DCO</p> <p>8. NZT is seeking to use RBT land and facilities for the purposes of unloading oversized loads during the construction phase of the Project.</p> <p>9. In terms of the Terminal, it is understood that NZT is principally concerned with operations over:</p> <p>i. Plot 222, being a large section of RBT's Terminal quay and adjacent area, where NZT is seeking to install a crane which will unload oversized loads from docked NZT vessels; and</p> <p>ii. Plot 223 being part of the access corridor for the Terminal's storage area and quay, as well as certain lessees' and licensees' premises (the access corridor also known as "Red Main");</p>	<p>8. RBT and the Applicants have agreed in principle a comprehensive set of heads of terms (HOT), June, 2022 and the Applicants will continue to work with RBT to reach a voluntary agreement on a suite of agreements which address all aspects of interaction between RBT and the Applicants.</p> <p>9. The Applicants confirm that Plot 223 consists of the laydown area for installation and removal of the crane to unload AILs and the Red Main access corridor. The Applicants have clarified this in the HOT with RBT.</p> <p>10. The numbers referred to by RBT have been used as the basis for the voluntary agreement that the Applicants are negotiating. The Applicants will continue to communicate with RBT during the design development as quantities, durations and timings become clearer.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>10. It is understood that the crane will unload up to 35 modules from NZT vessels docked at RBT's Terminal quay onto Self Propelled Modular Transporters ("SPMTs") which will then drive the modules along Red Main to exit RBT's facility for onward travel to the Project's construction site. This will be undertaken over a period of 36 months. It is currently undetermined how many unloading sessions on SPMTs will be undertaken, but it is expected that each session will take a day or less, so if evenly spread, access to the Terminal and Red Main by NZT will be needed for no more than about one day each month.</p> <p>11. The Book of Reference [AS-139] and Compulsory Acquisition Schedule [REP1-044] identifies further Plots which RBT either holds either a Category 1 or Category 2 interest. Identified by NZT's land requirements these are as follows:</p> <p>i. Permanent: 323, 327, 339, 341, 346, 361, 364, 369, 375, 380, 385, 389, 390, 391, 392, 394, 396, 398, 399, 400, 402, 403, 404, 406, 407, 410, 411, 414, 415, 422, 424, 429, 447, 449, 450, 451, 452, 454, 455, 456 & 457;</p> <p>ii. Temporary: 287, 300, 338, 381, 289, 290, 291, 292, 293, 295, 297, 298, 299, 300, 304, 308, 309, 334, 335, 336, 337, 338, 342;</p> <p>iii. New Rights and Temporary: 395, 397, 401, 420, 439, 377, 395, 408, 409, 425, 461, 462, 464, 478, 516, 517, 518, 519, 520.</p> <p>12. NZT has not engaged in negotiations or discussions with RBT in respect of these Plots. It is therefore not understood by RBT the extent of impact on their interests (or those of their customers, lessees or licensees) within these Plots caused by the Project or by the exercise of compulsory acquisition powers over them. A number of interests within these Plots relate to easements for RBT's rail and road accesses from the Terminal, as well as utility cables and pipelines, essential to RBT's continued operation.</p> <p>13. NZT has agreed that Plot 288 (which covered part of RBT's rail loading station and road and rail access) will be removed from the Order as this Plot is no longer needed for the installation of the Project's gas pipeline.</p>	<p>11 & 12. The Applicants acknowledge that discussions to date have focused on plots 222 & 223 which are the key areas required for operations directly related to the unloading of modules from vessels. The Applicants have subsequently commenced discussions on the other plots identified in the Compulsory Acquisition Schedule [REP2-014]. The Applicants and RBT held a constructive meeting on 17th June 2022, the Applicants went through each of the plots listed in turn to provide RBT with an overview of the purposes for which plots are required and anticipated timing for the Proposed Development. The Applicants will continue these discussions with RBT and will seek to address RBT's interests within the suite of agreements referred to above.</p> <p>The plots listed are within STDC's freehold ownership and the Applicants continue to engage with STDC on these. RBT's interest in these plots relate to easements and rights of access to support the operation of the terminal.</p> <p>The protective provisions included in the Draft DCO [REP2-002, at Part 14 of Schedule 12] include conditions ensuring that the Applicants seek consent from RBT prior to commencement of proposed works, including specifically any works which "would have an effect on the operation or maintenance of the RBT facilities <u>or access to them</u>" (emphasis added). There are also provisions requiring that the parties co-operate during the construction of any part of the authorised development.</p>
<p>Commercial Negotiations between NZT and RBT</p> <p>14. As is stated above, commercial negotiations have taken place between NZT and RBT concerning the use of the RBT facilities at the Terminal.</p> <p>15. These have been undertaken on the basis of NZT being a commercial customer for Terminal services provided by RBT. The commercial detail of the discussions between RBT and NZT has been undertaken on a subject to contract and without prejudice basis, but have not been undertaken in context of the use of the compulsory acquisition powers sought within the DCO.</p> <p>16. In the course of these negotiations, RBT suggested to NZT the use of an alternative Roll-On/Roll-Off procedure for unloading oversized loads from NZT vessels when berthed at the Terminal. This is an alternative to the installation of the crane which NZT is seeking within the DCO. The alternative Roll-On/Roll-Off procedure is RBT's preferred method of unloading oversized loads at the Terminal, as it poses less risk to the physical fabric of the Terminal quay and will likely be a faster method of unloading.</p> <p>17. RBT disagrees with the Compulsory Acquisition Schedule [REP1-044] which infers that all the Plots listed against RBT are subject to negotiations in the context of compulsory acquisition. No engagement has occurred to</p>	<p>14. RBT and the Applicants have agreed in principle a comprehensive set of heads of terms (HOT), June, 2022 and the Applicants will continue to work with RBT to reach a voluntary agreement on a suite of agreements which address all aspects of interaction between RBT and the Applicants.</p> <p>15. The HOT outlines the terms for NZT's commercial use of the Terminal and temporary use of land. These commercial arrangements, if concluded, would provide the Applicants with access to the necessary land and would allow (other than where RBT is in breach of an agreement, or in respect of third party interests) the Applicants to rely on the negotiated agreements, rather than using powers within the DCO.</p> <p>16. Noted, and the parties agree that the Roll-On/Roll-Off procedure for unloading oversized loads is the preferred method, subject to ongoing design and reviews. This and crane options are now outlined in the HOT along with a range of other technical delivery aspects on which RBT and the Applicants continue to discuss.</p> <p>17. Noted, please see response to paragraph 15.</p>

WRITTEN REPRESENTATION ISSUE	APPLICANTS' RESPONSE
<p>reach a voluntary agreement or explain NZT's operations over the Plots listed in paragraph 11 above and any impact it will have on RBT's operations or those of its customers, lessees and licensees.</p> <p><i>Side Agreement</i></p> <p>18. It is intended that a legal agreement between NZT and RBT will be put into place to reflect the commercial agreements for the use of RBT's facilities at the Terminal (the "Side Agreement").</p> <p>19. As compulsory acquisition powers are sought by RBT within the DCO, the Side Agreement will include provisions to regulate the use of compulsory acquisition powers sought by NZT in the event they are granted. Similarly, although draft Protective Provisions have been provided by NZT for inclusion in the DCO for the benefit of RBT, these will be negotiated solely on the basis that the compulsory acquisition powers sought by NZT are granted against RBT's objection to them.</p> <p>20. RBT considers that if the Side Agreement is completed, compulsory acquisition powers should not be granted within the DCO in respect of Plot 222 and Plot 2231. NZT has indicated to RBT that their position is that despite the Side Agreement being in place, NZT should still benefit from compulsory acquisition powers in the event of breach of the Side Agreement by RBT.</p> <p>21. RBT's case is that with the Side Agreement in place, NZT would be treated the same as any other customer of RBT, with the negotiated contractual protections within the Side Agreement, with the ability to obtain an order for specific performance should the terms of the Side Agreement be breached by RBT. Therefore the 'back up' option of relying upon compulsory acquisition powers is unnecessary given NZT's contractual and enforcement rights under a completed Side Agreement.</p>	<p>18. RBT and the Applicants have a HOT, which includes a roadmap to the Side Agreement and other applicable agreements. The Applicants will continue to work with RBT to seek to reach a voluntary agreement on all aspects.</p> <p>19, 20 & 21. Noted, the Applicants will continue to work with RBT to reach a voluntary agreement on all aspects. These commercial arrangements, if concluded, would provide the Applicants with access to the necessary land and would allow (other than where RBT is in breach of an agreement, or in respect of third party interests) the Applicants to rely on the negotiated agreements, rather than using powers within the DCO. The Applicants do require the maintenance of powers of compulsory acquisition / temporary possession notwithstanding where agreements are entered into, to ensure that it can, in all circumstances, deliver the Proposed Development</p>
<p>RBT's Objection to the inclusion of Compulsory Acquisition Powers</p> <p>22. NZT does not make a specific case for the need for the rights of compulsory acquisition over RBT's Plots within the Statement of Reasons [AS-141]. The case for the compulsory acquisition over Plots within which RBT holds an interest has not been made.</p> <p><i>Extent of Compulsory Acquisition Powers Sought</i></p> <p>23. RBT has specific concerns regarding the physical extent of the Plots over which compulsory acquisition powers have been sought. There is also uncertainty as to how NZT would exercise and use the compulsory acquisition powers if granted. RBT therefore objects to the compulsory acquisition over the Plots which RBT holds an interest.</p> <p>24. NZT is seeking powers over Plot 222 and Plot 223 for "Temporary use of land and in relation to which it is proposed to extinguish or suspend easements, servitudes and other private rights"; as is indicated on the Land Plans [AS-147] and Book of Reference [AS-139].</p> <p>25. RBT's objection to the compulsory acquisition in respect of Plot 222 and Plot 223 is as follows:</p> <p>i. Plot 222 is a section of RBT's Terminal quay. RBT opposes the compulsory acquisition and regards the land take as excessive. No justified reason or calculation has been provided by NZT for the land take for this Plot and consequently for preventing RBT from using this part of the Terminal quay for an undefined 'temporary' period.</p> <p>It is considered by RBT that the length of the quay taken by Plot 222 exceeds that reasonably needed for a NZT vessel to dock at the Terminal for unloading. This land take would prevent other vessels from docking at the quay</p>	<p>22 - 25. The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition / temporary possession powers and why there is a compelling case in the public interest for the Applicants to be granted such powers.</p> <p>RBT and the Applicants have agreed in principle a comprehensive set of HOT, which includes a roadmap to the Side Agreement and other applicable agreements. The Applicants will continue to work with RBT to seek to reach a voluntary agreement on all aspects and hope to conclude this during examination.</p> <p>The use of plots 222 and 223 will be infrequent during the construction phase of the Proposed Development. The Applicants consider the powers sort to be necessary and justified as use of the Terminal is required to import AILs and ensure a deliverable scheme. For the protection of RBT, protective provisions have been included in the draft DCO. Within the protective provisions there are measures in place that require the Applicants to notify RBT and obtain its consent before commencing any part of the Authorised Development that may impact RBT's operations. As noted above, this also includes provisions specifically dealing with works which could impact access to RBT's operations.</p> <p>The Applicants consider the extent of the quayside included in the Order Land to be appropriate and justified. The Order Land is required to facilitate staging of SPMTs during unloading operations from vessels. Between plot 222 and 223 the Applicants have considered the oversailing of the crane and allowed laydown area to construct, rest and destruct the crane and boom. The Applicants have ensured that no more land is requested under temporary possession powers than necessary.</p>

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<p>during an NZT unloading session, if compulsory acquisition powers were exercised. No justification has been given for the length of the quay sought by NZT.</p> <p>The land take and use of the crane will also interfere with existing RBT infrastructure, including lighting towers which illuminate the quay area. It is assumed that these would need to be removed to accommodate the crane. No explanation is given for how this interference with apparatus is being accommodated if compulsory acquisition powers were to be exercised.</p> <p>No area for oversailing of the crane jib has been allowed for the areas outside of Plot 222. RBT is of the view that if the crane jib oversails the RBT offices and welfare facilities adjacent to the wharf area itself, these offices and welfare facilities will need to be evacuated by staff for safety reasons during its use, making it difficult for RBT to actually provide any ship handling or stevedoring services when the crane is so moving (i.e. the very time that ship handling and stevedoring services will be required by NZT). It has not been explained to RBT how the crane will operate if compulsory acquisition powers were exercised.</p> <p>ii. Plot 223 is the Red Main access corridor. The compulsory acquisition powers sought state that NZT will have exclusive occupation of Red Main during the entire construction phase and that consequently, RBT will be excluded from using Red Main for their own purposes, as will RBT's customers, lessees and licensees. In the latter case, this will prevent some of those third parties from operating their businesses at RBT. It does not appear that any alternatives to the use of Red Main have been considered by NZT. In the context of NZT's expected requirement for Red Main for an average of no more than one day per month, this is both excessive and unnecessarily disruptive.</p> <p><i>Protective Provisions</i></p> <p>26. It is not considered that the circulated Protective Provisions [AS-135] will be sufficient to regulate the use of compulsory acquisition powers, as it is not possible to consider whether the Protective Provisions issued by NZT will be adequate, given the lack of information provided by NZT as indicated above. The Protective Provisions also fail to accommodate RBT's customers, lessees and licensees.</p> <p>27. RBT is of the view that NZT's use of their Terminal will be better managed under their standard negotiated and contracted terms. This is opposed to the limited use of Terminal facilities expected by NZT under compulsory acquisition powers, regulated by Protective Provisions, where the use of compulsory acquisition powers can be triggered where NZT does not consider RBT to be acting in their view, reasonably. This would clearly be a disproportionate use of statutory powers, where all other Terminal users are more than capable of being served on normal commercial terms. RBT has obligations to its existing customers, lessees and licensees which also need accommodation alongside any use of the Terminal by NZT.</p> <p><i>Lack of Justification for Compulsory Acquisition</i></p> <p>28. There is insufficient detail in the Statement of Reasons [AS-141] and Application as a whole for RBT to assess on an operational level the impact on RBT's ongoing operations at the Terminal and that of its customers, lessees and licensees if compulsory acquisition powers were exercised. Given RBT is an operational Terminal, this uncertainty will lead to an unacceptable interference with RBT's operations and the businesses of its customers, lessees and licensees.</p> <p>29. RBT argues that given this, the tests within Section 112 of the Planning Act 2008 have not been met. The Secretary of State cannot be satisfied that the Plots in which RBT holds an interest are required for</p>	<p>The Applicants consider that the powers sought over plot 223 are necessary to ensure delivery of the Proposed Development, in the event a voluntary agreement cannot be reached with RBT. The protective provisions included in the draft DCO for the benefit of RBT include provisions to protect RBT's access and operation of the terminal.</p> <p>The Red Main access corridor was selected by the Applicants based on its existing condition as a heavy haulage road with a practical and direct route between the terminal and the main PCC site. The Applicants assessed Red Main as the most appropriate route.</p> <p>26 - 27. The Applicants are in discussion with RBT on the form of protective provisions required. These discussions are ongoing and the Applicants consider it likely that they can be agreed during examination.</p> <p>28 - 29. The Statement of Reasons [AS-141] clearly explains why it is necessary, proportionate and justifiable for the Applicants to seek compulsory acquisition powers and, if those powers need to be relied upon, why there is a compelling case in the public interest for the Applicants to be granted such powers. It is clearly necessary for the Applicants to have sufficient and appropriate access to the PCC Site (and all parts of the Order limits), including for the delivery of AILs. The Applicants have identified that using RBT's facility is viable, efficient and sustainable, and it is noted that the use of water borne transport for AILs is encouraged in relevant policy (such as in paragraph 5.13.10 of NPS EN-1). The Applicants have sought powers in the Draft DCO to be able to temporarily use RBT's facility (it has not sought permanent rights) for the unloading of modules, for short onward transport to the PCC Site. The Applicant's intended use of RBT's facility is clear, it is required for the Proposed Development or to facilitate it, and is clearly within the terms of section 122 Planning Act 2008.</p>

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the Project (or are required to facilitate it or are incidental to it), and if there is a compelling case in the public interest for inclusion of the powers sought.	

15.0 RESPONSE TO SABIC UK PETROCHEMICALS

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<p>INTRODUCTION</p> <p>1.1 This Written Representation is submitted on behalf of SABIC UK Petrochemicals Limited (SABIC) in respect of the Net Zero Teesside Project DCO Application ("the Scheme") .</p> <p>1.2 SABIC operates facilities at Wilton International manufacturing, primarily ethylene and low density polyethylene (which is manufactured from ethylene).</p> <p>1.3 These facilities are linked via a Link Line Corridor and tunnel to its North Tees site which contains three terminals and storage facilities.</p> <p>1.4 In addition, there are substantial logistical facilities at Wilton and North Tees, including major storage capacity, a cross-country Link lines network and substantial distribution and shipping services.</p> <p>1.5 Protective Provisions have been proposed by the Applicant – although these are not currently in a form acceptable to SABIC, SABIC will engage with the Applicant in the hope that its concerns can be addressed by the end of the Examination.</p> <p>1.6 SABIC is particularly concerned about the interaction of the following aspects of the scheme with its assets:</p> <p>1.6.1 The effect of the underground high pressure pipelines on:</p> <ul style="list-style-type: none"> (a) Tunnel No. 2 (Options 1A and 1B). (b) The link line at the tunnel head houses (Options 1A and 1B). (c) The link line next to NWL (Option 2) (d) Seal Sands Road (Options 1A and 1B) <p>1.6.2 The effect of the waste water disposal on the Link Line Corridor.</p> <p>1.6.3 The effect of the Carbon Dioxide Gathering Network on:</p> <ul style="list-style-type: none"> (a) The whole of the Link Line corridor along the southern edge of the NWL Lagoon (Option 2) (b) Tunnel No. 2. (c) The link line at the tunnel head houses. (d) Seal Sands Road (e) The Link Line Corridor west through Seal Sands and Saltholme <p>1.6.4 The effect of the Construction and Laydown Areas, in particular Work 9B (temporary construction and laydown area, Navigator Terminal); and</p> <p>1.6.5 The effect the access and highway improvements on:</p> <ul style="list-style-type: none"> (a) The link line next to NWL; and (b) Seal Sands Road 	<p>1.1 - 1.6 As set out in Part 3 ('matters agreed') of the Statement of Common Ground between the Applicants and SABIC UK Petrochemicals Limited (SABIC) [REP1-027] the parties' intention is to progress protective provisions, with a view to reaching agreement on the terms of those protections during the course of the Examination. The Examining Authority is directed to paragraph 3 below where the Applicants have more fully set out details of the protective provisions for the benefit of SABIC included at Part 15 of Schedule 12 of the DCO [REP2-003].</p> <p>1.6.1 The Applicants have de-selected Options 1A and 1B pursuant to its change request that was accepted by the Examining Authority by its procedural decision dated 6 May 2022 [PD-010]. The Applicants would welcome confirmation from SABIC that its concerns expressed at paragraph 1.6.1(a), (b) and (d) have accordingly been addressed. With respect to paragraph 1.6.1b) The Gas Connection for the Proposed Development will be supplied via a tie-in to the gas transmission network on the north bank of the Tees at Seal Sands with subsequent connection to and transport through the existing 24" Sembcorp Gas Pipeline under the River Tees to nearby Northumbrian Water Limited's Wastewater Treatment at Bran Sands. A tie-in will be made to the existing 24" Sembcorp gas pipeline to the South-East of NWL Bran Sands (Foxtrot 13) and a new section of pipeline installed to the PCC site. The interaction between the gas pipeline and SABIC assets would be no different to the interaction between existing infrastructure within the Link Line Corridor. In compliance with Sembcorp's safety management procedures, the Applicants will complete routing and design reviews, follow a management of change process and comply with control of work activities. As an existing operator within the Link line corridor, SABIC would be consulted as part of the approval process.</p> <p>1.6.2 Work No. 5C (waste water disposal) would consist of effluent pipeline(s) from the PCC site to NWL. There is no foreseen interaction with the Link Line Corridor.</p> <p>1.6.3 In the event that an agreement can be entered into with Sembcorp, the construction, operation and maintenance of the CO2 Gathering Network infrastructure both to the north and south of the River Tees, as well as within Tunnel No. 2, would be subject to Sembcorp existing processes and procedures for all construction, operation and maintenance work, as the operator of the Link Line Corridor. In compliance with Sembcorp's safety management procedures. The Applicants will complete routing and design reviews, follow a management of change process and comply with control of work activities. As an existing operator within the Link line corridor, SABIC would be consulted as part of the approval process.</p> <p>To protect the delivery of the Proposed Development the Applicants must retain its compulsory acquisition powers over the Order land to facilitate the construction, maintenance and operation of the pipelines. The Applicants' proposed use of the Sembcorp corridor for the CO2 Gathering Network pipeline (Work No. 6) would comprise the construction of a pipeline using similar materials to existing apparatus in the corridor and be installed using safe and efficient techniques in accordance with the controls secured through protective provisions. Work No. 6 will be designed and constructed to the required national and international standards in order to secure and maintain an operating licence. At a minimum this will require compliance with Construction Design and Management Regulations 2015 (CDM) and the Pipeline Safety Regulations 1996. The Applicants will operate and maintain the apparatus</p>

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	<p>in the same manner to the existing apparatus in the corridor. Therefore, the installation and operation of Work No. 6 will not, in practical terms, be different to how the corridor is operated or maintained at present.</p> <p>The Examining Authority is directed to its response to the Written Representation from Sembcorp Utilities (UK) Limited for further details of controls within the Link Line Corridor which would operate by virtue of the protective provisions which the Applicants will amend at Deadline 4 and which provide adequate protection in the event that no agreement can be reached with Sembcorp.</p> <p>Further to the protections identified above, the Examining Authority is directed to the Applicants' summary of the protective provisions at paragraph 3 below.</p> <p>1.6.4 The use of Construction and Laydown Areas is necessary, for the duration of the construction works, to deliver the Proposed Development. Schedule 1 in the Draft DCO [AS-136] outlines the purpose and use of Work No. 9.</p> <p>1.6.5 With respect to access and highway improvements in these two areas, these rights are sought to secure the appropriate access required to construct and operate the Proposed Development. Any activities associated with the rights of Work No. 10 will not impact the Link Line Corridor next to NWL's WwTP. Any existing access rights along Seal Sands Road will not be impacted as the Applicants propose to utilise this infrastructure in an equivalent manner to existing rights holders, and the protective provisions for the benefit of PD Teesport (Part 13 of Schedule 12 to the Draft DCO) secures continued access along Seal Sands Road for all users.</p>
<p>2. SABIC'S FACILITIES</p> <p>2.1 SABIC operates two main facilities in the Wilton site:</p> <p>2.1.1 The Cracker. The Cracker processes ("cracks") various feedstocks to form a number of products, primarily ethylene. A project is currently underway to modify the Cracker into an to process solely ethane gas cracker using shale gas-based feedstock and to produce solely ethylene.</p> <p>2.1.2 The LDPE Plant. This produces 400 ktpa of low density polyethylene, a thermoplastic made from ethylene. Approximately 50% of the ethylene made by the Cracker is supplied to the LDPE Plant.</p> <p>2.2 The Cracker and LDPE Plant are linked via the Link Line Corridor to SABIC's facilities to the north of the Tees, in particular its ship loading and unloading facilities at its North Tees Works.</p> <p>2.3 SABIC transfers naphtha feedstocks from its jetties at the North Tees Works along the Link Line Corridor to the Wilton site, and then transfers ethylene in the opposite direction for distribution to purchasers. The Link Line Corridor is therefore an essential artery without which SABIC's operations could not function.</p>	<p>2.1 - 2.5 The Applicants acknowledge SABIC's summary of its infrastructure and operational arrangements. It makes no further comment.</p>

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<p>2.4 In addition, SABIC operates an aromatics complex at North Tees and an ethylene liquefaction facility at North Tees Works to allow export of the ethylene to Europe. Beside these there are substantial logistical facilities at Wilton and North Tees, including major storage capacity, a crosscountry pipelines network and substantial distribution and shipping services.</p> <p>2.5 The extent and location of SABIC's apparatus within the Order Limits can be seen marked in blue on Plan 1 at Appendix 1.</p>	
<p>3. PRIVATE LOSSES</p> <p>3.1 In the event of the Cracker being taken offline, it would have to be drained and reset and it would take approximately 10 to 12 days to bring it back into operation.</p> <p>3.2 Excluding the sale of inventories already on hand, margins for the SABIC Group would immediately become zero from own produced on the LDPE and other products.</p> <p>3.3 Any losses incurred due to not being able to fulfil third party commitments would either create a margin loss or, at best, a break-even situation depending on the market strength of supply and demand at the time of the outage and how easy it would be to source purchased material to satisfy customer contractual commitments.</p> <p>3.4 In addition to this loss, in the event of a controlled shutdown of the Cracker there would be additional shutdown costs of typically £5,000,000.</p> <p>3.5 Fixed costs ascribed to the Teesside site operations are in the order of £100,000,000 per annum – included within this would be a headcount of circa 450 employees.</p> <p>3.6 Following any cessation of production on the Cracker and the immediate loss of margin, this £100,000,000 of fixed costs would effectively become the EBITDA loss of the site on an annualised basis.</p> <p>3.7 Factors such as additional losses (for example damages to third parties caused by the nondelivery of product, damages or costs as a consequence of environmental remediation or damages or costs relating to personal injury, or damage to property directly caused by the Works) are not included in the above figures.</p> <p>3.8 The Examining Authority will appreciate that the nature of consequential most losses is that their extent would not become fully apparent until the powers under the Order were exercised; it is not, therefore, possible to give an account of consequential all losses at this stage, however they could clearly be considerable.</p> <p>3.9 In addition to the above, in terms of qualitative loss, it should be noted that the powers sought by the Applicant would, if granted in the terms it is requesting, cause significant business uncertainty for SABIC.</p>	<p>3 The Applicants' position is that the operational arrangements set out at paragraph 1.6 above and the protective provisions for the benefit of SABIC would safeguard against the private losses identified by SABIC. Details of the protective provisions are set out below.</p> <p>The Applicants have included protective provisions for the benefit of SABIC at Part 15 of Schedule 12 of the DCO [REP2-003] which require that details of any works which would have any effect on the operation or maintenance of SABIC'S operations, or access to them, must be submitted to and approved by SABIC before they commence. The "works" that require approval are drafted broadly in the protective provisions in order to cover any plans and sections, details of the proposed method of working and timing of execution of works, details of vehicle access routes for construction and operational traffic, as well as any further particulars requested by SABIC.</p> <p>In addition to the power (acting reasonably) to refuse the works details as submitted to it, SABIC may otherwise approve the works details but subject to imposition of reasonable conditions in order guarantee the following:</p> <ul style="list-style-type: none"> a) The continuing safety and operational viability of the SABIC'S operations; and b) The requirement for SABIC to have— (i) uninterrupted and unimpeded emergency access with or without vehicles to the SABIC's operations at all times; and (ii) reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of SABIC's operations. <p>The undertaker is obliged to carry out the works in accordance with the details that have been approved by SABIC.</p> <p>Together these measures give SABIC a reasonable degree of control over the nature and timing of the works and provide certainty that the "closure or disruptions" to the SABIC assets would not occur.</p> <p>In any case, and as a further protection to SABIC, the Applicants have included an indemnity in favour of SABIC in the protective provisions which requires that if there were to be any damage caused to SABIC's operations, or there is any interruption in any service provided, or in the supply of any goods, by SABIC, the undertaker must—</p> <ul style="list-style-type: none"> (a) bear and pay the cost reasonably incurred by SABIC in making good such damage or restoring the supply; and (b) make reasonable compensation to SABIC for any other expenses, loss, damages, penalty or costs incurred by SABIC, by reason or in consequence of any such damage or interruption.

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<p>4. COMPULSORY ACQUISITION</p> <p>4.1 SABIC is also concerned in relation to the proposed powers of compulsory acquisition, in particular power to override its existing rights and create rights which are not compatible with its existing rights, and the taking of temporary possession in respect of the Link Line Corridor near the A1085.</p> <p>4.2 SABIC is concerned that these aspects of the scheme will compromise:</p> <p>4.2.1 The safety and operation of the Link Line Corridors (including Tunnel No.2 which runs under the Tees);</p> <p>4.2.2 Uninterrupted Access, including along Seal Sands Road</p> <p>4.2.3 Navigation on the River Tees.</p> <p>4.3 Under Section 122(3) of the 2008 Act an order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that:</p> <p>4.3.1 "...there is a compelling case in the public interest for the land to be acquired compulsorily."</p> <p>4.4 The Draft Order contains powers which could destroy SABIC's operations – Article 31 (temporary use of land for carrying out the authorised development) for example, provides powers for the undertaker to take temporary exclusive possession of the Link Line Corridor which would include the SABIC's apparatus.</p> <p>4.5 Even a short period of temporary exclusive possession and/or removal could have profound consequences for the SABIC's operations and their nationally significant assets.</p> <p>4.6 The consequences of granting the powers of compulsory acquisition as set out in the Draft Order would therefore potentially be very severe both in terms of public and private loss; it follows that the test set out in Section 122(3) has not been satisfied in respect of the Link Line Corridor and that the powers of compulsory acquisition which the Applicant is seeking in relation to this land should not be granted.</p> <p>4.7 This highlights the need for the proposed protective provisions to be tightened to offset the potential for private and public loss and reduce its weight when set against the potential public benefit of the Scheme.</p> <p>4.8 Where SABIC's proposed protective provisions are weakened or made uncertain, the weight of private loss in the equation will increase accordingly.</p>	<p>4.1 - 4.4 In the absence of a voluntary agreement, the Applicants require the ability to exercise powers of compulsory acquisition and temporary possession in order to deliver the Proposed Development. The Applicants have set out at paragraph 3 above the protective provisions that it must comply with irrespective of the exercise of powers of compulsory acquisition or temporary possession powers and which the Applicants consider are sufficient to safeguard SABIC's infrastructure and operations. The Applicants would point out that the protective provisions would provide the basis for protecting SABIC's interests in respect of the safety and operation of the Link Line Corridor, access to and from its infrastructure and navigation of the River Tees. The Applicants have not sought any powers in the Draft DCO [REP2-002] to restrict or manage navigation on the River Tees and do not anticipate its activities leading to any restriction. To the extent that these matters were "compromised" (which for the foregoing reasons the Applicants consider to be unlikely) the Applicants would refer to the indemnity arrangements in the protective provisions (see paragraph 3 above).</p> <p>4.4 - 4.6 The Applicants would direct the Examining Authority to the SoR [AS-141] and the Applicants Summary of Oral Case – Compulsory Acquisition Hearing 1 (CAH1) [REP1-037] for justification as why there is a compelling case in the public interest for compulsory acquisition of its land interests and the use of temporary possession powers. In summary, there are substantial public interest benefits that would be realised by granting the powers that are sought, and thereby enabling the Proposed Development to be delivered. These are set out in further detail in the Project Need Statement [AS-015] and the updated Planning Statement submitted at Deadline 1 [REP1-003].</p> <p>With respect to SABIC's concerns that the powers could "destroy" its operations by taking temporary possession of the Link Line Corridor, the Applicants do not propose to manage the pipeline corridor as a whole – the powers sought in the Draft DCO [REP2-002] are to allow the Applicants to carry out and operate the Proposed Development, acquiring the necessary rights and taking possession of the necessary land. The Applicants may need to deal with existing interests in land – such as rights – in order to be able to do that, and which may require the suspension or acquisition of such rights. The protective provisions which the Applicant will include in the Draft DCO at Deadline 4 (as noted below) will provide for the continued operation or replacement of apparatus, and maintenance of access for Sembcorp and its customers including SABIC.</p> <p>With respect to the "severe" losses identified by SABIC, the Applicants' position is that these consequences would not occur taking into account the operational arrangements set out at paragraph 1.6 and the protective provision set out at paragraph 3.</p> <p>4.7 – 4.8 For the foregoing reasons the Applicants consider the protective provisions to be robust and sufficient to safeguard SABIC's interests and avoid the private and public losses SABIC refer to. However, the Applicants will continue to engage with SABIC with a view to agreeing mutually acceptable terms.</p>
<p>5. CONCLUDING REMARKS</p> <p>5.1 For the reasons set out above SABIC sustains its objection.</p> <p>5.2 Unless and until SABIC's interests are adequately protected it shall ask that the Examining Authority considers that the Application for the Scheme as currently presented cannot be accepted.</p>	<p>5. As set out in Part 3 ('matters agreed') of the Statement of Common Ground between the Applicants and SABIC [REP1-027] the parties' will continue discussions with a view to agreeing mutually acceptable protective provisions.</p>

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5.3 SABIC reserves the right to add further details during the courts of the Examination. [See full response for Appendix]	

16.0 RESPONSE TO SEMBCORP UTILITIES (UK) LTD

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<p>Introduction</p> <p>1. This written representation is made on behalf of Sembcorp Utilities (UK) Limited ("Sembcorp"). Abbreviations used are the same as in the ExA's first written questions and requests for information issued on 19 May 2022 unless stated otherwise.</p> <p>2. Sembcorp is a Teesside based subsidiary of Sembcorp Energy UK, a leading provider of sustainable solutions supporting the UK's transition to Net Zero. With a total operational portfolio of around 1GW, including significant renewable generation and existing battery storage, Sembcorp Energy UK helps to keep the country's electricity system balanced and resilient, through a fast-acting, decentralised fleet of assets. In turn, Sembcorp Energy UK is part of the Singapore-based Sembcorp Industries group, a leading multi-national energy and urban solutions provider, which is playing its part in building a sustainable future through supporting the energy transition and delivering sustainable development. Listed on the main board of the Singapore Exchange, it is a component stock of the Straits Times Index and sustainability indices including the FTSE4Good and iEdge SG ESG. It has a balanced energy portfolio of 16.3GW, with 6.8GW of gross renewable energy capacity comprising solar, wind and energy storage.</p> <p>3. On Teesside, Wilton International ("Wilton"), within the Teesside Freeport, sits amongst a hub of decarbonisation innovation. Sembcorp's major industrial power plants deliver high-quality, centralised utilities and services to energy-intensive industrial businesses. This includes the operation of a private electricity grid at Wilton as well as the management and control of a significant network of pipeline corridors connecting Wilton and other industrial businesses located within the other clusters at Billingham and North Tees. The pipeline corridors enable the transportation of industrial gases, raw materials and feedstock seamlessly between manufacturers, storage and process plants.</p>	<p>The points raised are noted by the Applicants and we would refer to our response at Deadline 1, Table 31.1 Applicants' Comments on Relevant Representations [REP1-045].</p>
<p>The important role of Wilton in the UK and local economy</p> <p>4. Wilton, where Sembcorp's industrial power and other utility assets are located, is one of the UK's leading multi-occupancy industrial and manufacturing sites, with the products made there being both of national importance and generating millions of pounds in export revenues annually for the UK economy.</p> <p>5. Wilton is a large industrial / manufacturing site located between Redcar and Middlesbrough, to the south of the former steel-making enclave now being redeveloped by Teesworks and Teesport (the fifth largest port in the UK and only major net exporting port in England) and to the north of the A174 Redcar - A19 dual carriageway. Initially developed by the former Imperial Chemical Industries conglomerate ("ICI"), Wilton was officially opened in the early 1950s as a major integrated petrochemical facility, supported by internal electricity generation facilities. Following divestment by ICI in the late 1990s, Wilton continues to contain major petrochemical process plant and it now hosts diversified businesses in a variety of fields including energy generation, plastic recycling and process research together with office accommodation and production research facilities. Raw materials are imported to and exported from Wilton via marine terminals at Teesport and North Tees, by pipeline, by road and by rail.</p> <p>6. Wilton's operation is split between Sembcorp (as a freeholder and integrated infrastructure provider to the entire complex) and a series of individual process and related industrial undertakings. A number of multinational chemical companies now operate on the site and more than £1 billion has been spent by companies at Wilton in recent years. This includes in excess of £200 million by Sembcorp to date in new and improved assets. Sembcorp is currently underway with a project to add around 360MW of</p>	<p>The points raised are noted by the Applicants and we would refer to our response at Deadline 1, Table 31.1 Applicants' Comments on Relevant Representations [REP1-045].</p>

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<p>battery energy storage, with the first phase due to commence construction later this year. This builds on Sembcorp's commitment to delivering a low carbon and energy secure future for the UK, including pioneering new technologies such as the UK's first ever wood-fired power station, Wilton 10 – built by Sembcorp at Wilton and part fuelled by locally processed waste wood material.</p> <p>7. Other significant investment at Wilton includes £250 million by SABIC on its Low Density Polyethylene plant (the world's largest such facility), £350 million on Crop Energies' bioethanol plant and a new £250 million energy from waste facility in which Sembcorp is a major stakeholder. Furthermore, SABIC is currently underway with a major overhaul and fuel conversion project for its Olefins 6 'cracker' plant with an estimated cost of around £850 million.</p> <p>8. Around 4,400 people are currently employed at Wilton, with a further 1,300 contractors visiting the site each weekday. Thousands more jobs are supported through the supply chains of businesses based at the site, which include SABIC, Ensus, Alpek Polyester UK, Huntsman, Biffa Polymers, Nippon Gases and Anglo Woodsmith. The significance of these businesses cannot be overestimated. For example, since its opening in March 2011, Biffa Polymers' polymer recycling plant has handled up to 30% of the UK's plastic milk bottle recycling.</p> <p>9. Sembcorp actively markets Wilton with a view to securing inward investment and further growth. The Northeast of England is recognised and promoted by the Department for International Trade as a leading location in the UK for foreign direct investment into the chemistry using industries. Wilton's status as a multi-occupancy business and research centre is a key attraction. The complex is one of the largest R&D facilities in Europe and is home to the Centre for Process Innovation ("CPI"), part of the Technology Strategy Board's (also branded as Innovate UK) High Value Manufacturing Catapult network. CPI is a British technology and innovation centre which was established in 2004 by the UK Government agency ONE NorthEast as one of five centres of excellence in a long-term strategy to "reposition the North-East [of England] on the world stage for research and development". CPI helps companies to develop, prove, prototype and scale-up new products and processes by providing access to facilities, expertise and networks of public and private funders. Accordingly, Wilton's continued success forms a key part of the Government's long-standing economic and trade strategy for the UK.</p> <p>10. Wilton is also one of the main sites used by the economic cluster body the Northeast of England Process Industry Cluster ("NEPIC"). An economic or business cluster is a geographic concentration of interconnected businesses, suppliers, and associated institutions in a particular field. Clusters have the potential to affect competition in three ways: by increasing the productivity of the companies in the cluster; by driving innovation in the field; and by stimulating new businesses in the field. Clusters increase the productivity with which companies can compete, nationally and globally.</p> <p>11. NEPIC has been created by the chemistry using industries based in Northeast England – including many Wilton-based businesses – where more than 1,400 companies are locally based in the supply chain for this vital sector. The sector has over 35,000 direct employees and some 190,000 indirect employees in the northeast of England and together they represent over one third of the industrial economy of the region. Companies in the NEPIC area manufacture 50% of the UK's petrochemicals and 35% of the UK's pharmaceuticals and they significantly contribute towards making the region the only net exporting region of the UK. By 2017 the total GVA contribution of NEPIC to the local and UK economy had climbed to £3.34 billion.</p>	

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<p>12. To sustain cluster performance in the long term, strong inter-organisational relationships within the cluster are vital, including important aspects of strategic management of the essential supporting infrastructure. In the case of Sembcorp, this includes the strategic management of the Sembcorp Pipeline Corridor (see further below).</p> <p>13. Wilton thus forms part of an important cluster of petrochemical, speciality and other process manufacturing businesses of local, regional and national economic significance. Sembcorp plays a central role as part of that cluster. Wilton itself is an industrial and manufacturing hub of national importance and whilst overall Sembcorp supports the Net Zero Teesside Project ("Project") (acknowledging the important contribution the Project could, if selected and/or developed have towards the shared goal of reducing the UK's greenhouse gas emissions over the coming decade(s)), Sembcorp continues to express its concern about the impact Project may have on it, Wilton and a number of the existing industrial emitters on Teesside, which the CO2 gathering network is intended to support.</p>	
<p>Sembcorp's role</p> <p>14. Sembcorp supplies the major industrial businesses at Wilton with secure and reliable supplies of electrical power, steam, water (raw, potable and demineralised), and other services, using greener, more sustainable power generating facilities. It also owns much of the land available for development on the site. Wilton's 'ready-to-go' site solution integrates energy, development land, infrastructure, utilities and security, supported by the site's extensive network of internal infrastructure, providing gas, electricity, water, steam, drainage, pipe and road connectivity, moving inputs, products, by-products and wastes between different production facilities – both within and outwith the Wilton complex itself. This includes:</p> <ul style="list-style-type: none"> a. on-site energy generation utilising multiple assets with National Grid backup to ensure energy security, resilience and cost savings; b. established industrial infrastructure ready to deliver the utilities, feedstocks, industrial gases and products needed by investing businesses; c. a range of large-scale, fully serviceable development plots are available, with flexible tenancies and pre-consented planning – enabling quick and convenient 'plug-and-play' property solutions and enabling businesses to reduce investment project costs, risk and timeframes; and d. specialist site safety and security teams compliant with all applicable standards demanded by major process industry companies, including COMAH regulations. <p>15. For investing, energy-intensive industrial businesses, this delivers competitive advantage through reduced costs, risk and project timeframes.</p> <p>17. Sembcorp also provides an essential pipeline route and associated infrastructure between Wilton and Billingham via North Tees ("Sembcorp Pipeline Corridor")¹. The Sembcorp Pipeline Corridor carries a variety of industrial gases, raw materials and feedstock including natural gas, fuel oils, nitrogen and hazardous chemicals such as hydrogen cyanide. These are produced or used by major multinationals and household names including BOC, Ineos, Huntsman and Mitsubishi. The Sembcorp Pipeline Corridor</p>	<p>The Applicants note Sembcorp's role within the Order Limits and wider region. The Applicants' response to issues relating to the powers of compulsory acquisition of land and protective provisions are set out below.</p>

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<p>connects directly into Wilton's substantial network of service corridors (also known as vein lines), which themselves incorporate established pipelines, cables, cable routes & supports, culverts, bridges, pipe supports and anchor blocks.</p> <p>18. Importantly, the Sembcorp Pipeline Corridor provides pipeline connection capability to:</p> <ul style="list-style-type: none"> a. Teesside's North Sea gas processing plants and the UK national gas transmission networks, enabling businesses at Wilton or Billingham who require a supply of natural gas in large volumes to have access to it; and b. the UK's ethylene distribution network, with Teesside being the central node and the only chemical cluster to provide combined production, consumption, storage and export facilities on the system. <p>19. Sembcorp takes on a key role in respect of the Sembcorp Pipeline Corridor: managing, maintaining, patrolling and facilitating both the use of the corridor and the shared apparatus infrastructure and any works within it (see further below). Sembcorp acts as a central body for the management of the Sembcorp Pipeline Corridor (as distinct from its parallel capacity as a landowner) and this co-ordinating function provides significant economic and strategic value. In this respect, Sembcorp could be considered to play a similar role to that occupied by National Grid concerning the management and oversight of the UK's national electricity grid and gas transmission networks, albeit with a more limited scope and scale.²</p> <p>20. Sembcorp coordinates all users use of the Sembcorp Pipeline Corridor, in terms of both routine communication and in the management of all works, from routine assurance to future proposals and enhancements. The Applicants have asked to be part of this communication distribution list in the negotiated Heads of Terms with Sembcorp and this is now included in the draft agreement with them, which demonstrates that the Applicants themselves also see the benefits of Sembcorp's role as pipeline authority.</p> <p>21. Additionally, during the negotiations we understand the Applicants have asked Anglo Woodsmith and PD Teesport to grant them the rights necessary for the CO2 gathering network aspect of the Project, and both of these parties have indicated that Sembcorp would be best placed to coordinate and grant the rights directly to the Applicants. In Sembcorp's view, this demonstrates those parties also recognise the value and role that Sembcorp undertakes as the pipeline authority in the Sembcorp Pipeline Corridor. Sembcorp has significant experience in this role, having undertaken it since acquiring the business in 2003.</p> <p>22. At present, the Sembcorp Pipeline Corridor (which makes up only part of the Order Limits) has the capacity required for both Sembcorp's and the wider Wilton and Billingham cluster's business plans. This includes future development, including the likely relocation and expansion of existing users as well as the establishment of new manufacturing and process plant during the next 30 to 60 years. Compulsory acquisition of rights by the Applicants and the extinguishment of existing established rights in the Sembcorp Pipeline Corridor as proposed in the dDCO will impact Sembcorp's ability to service its other customers and to continue to provide this vital co-ordinating function.</p> <p>23. As set out above, these matters are separate to Sembcorp's status as an owner of land within the Order Limits. Its active role as the pipeline authority for the Sembcorp Pipeline Corridor provides</p>	

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<p>a separate substantial benefit for industrial occupiers of Wilton and the wider NEPIC area which itself serves the public interest. This could not be adequately provided for through the standard compulsory acquisition and compensation mechanisms i.e. the value of Sembcorp's involvement to the cluster, the region and the UK economy is not compensable because it is conceptually different to and wider than a mere land interest.</p>	
<p>The legal framework governing the Sembcorp Pipeline Corridor</p> <p>24. Sembcorp is a freeholder, leaseholder and rights holder pursuant to several deeds in and around the Teesside area. As the owner and controller of the complete Sembcorp Pipeline Corridor³, Sembcorp has granted several packages of rights to its customers to use the Corridor, including use of the surrounding land, apparatus and infrastructure.</p> <p>25. There are broadly two main categories of apparatus and infrastructure:</p> <p>a. Shared Apparatus⁴ and Infrastructure⁵ is the equipment and civil structures that Sembcorp or its predecessors have built and provided for its customers to provide a readily useable route for new pipelines and other apparatus. All customers are able to make shared use of this equipment (where provided for in their package of rights) and Sembcorp maintains it in exchange for a maintenance charge⁶.</p> <p>b. Exclusive Apparatus Infrastructure is the equipment that customers build within the Sembcorp Pipeline Corridor for their sole purpose and use, where other customers are not entitled to use it. It should be noted that Exclusive Apparatus Infrastructure is still subject to Sembcorp's direction and design approval in its capacity as pipeline authority.</p> <p>26. There are different types of rights granted for different customer needs, and the documentation with each customer has been tailored for each i.e. these are not template documents. The packages of rights comprise a mix of easements and contractual licences which – in combination – convey the rights of use of the Sembcorp Pipeline Corridor for transmission of waste, water, natural gas, nitrogen, etc for each of the customers' specific businesses.</p> <p>27. In this regard, the various packages of rights granted by Sembcorp over the Sembcorp Pipeline Corridor generally provide for the following functions to be exercised by Sembcorp in the wider interest:</p> <p>a. management is the organisation and coordination of activities within the Sembcorp Pipeline Corridor, such as communication to customers via the distribution list of any works or proposals (new customers, new works, and maintenance) that will be taking place, liaison with other landowners where relevant and the operation of a diary and plan for upcoming maintenance activities, so as to ensure customers' apparatus is not damaged, works are co-ordinated and managed safely, and that in so far as is possible business is not interrupted. This also includes overseeing the protective provisions as between asset owners provided for in the relevant packages of rights i.e. Sembcorp will not permit/consent to any one asset owner's works in the Corridor unless that asset owner has gone through the applicable process of notifying the other asset owners of the details/method statement etc and affording those other asset owners an opportunity to specify what protective measures need to be put in place to protect their respective assets during any those works;</p>	<p>The Applicants note Sembcorp's position and existing framework in place for the Sembcorp Pipeline Corridor. The Applicants have responded to specific points raised later in the representation noting this context.</p>

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<p>b. maintenance of the Shared Apparatus and Infrastructure within the Sembcorp Pipeline Corridor more generally and provision of access and accessways, including effecting repairs (planned and reactive) and patrolling the Corridors and alerting customers to any major defects or issues identified by those patrols;</p> <p>c. facilitation including:</p> <ul style="list-style-type: none"> i. access onto the Sembcorp Pipeline Corridor and adjoining property for the purpose of carrying out inspection and/or works to a customer's own apparatus or Exclusive Apparatus Infrastructure; ii. liaising with other customers in respect of any proposed works; iii. scheduling the works and issuing inductions and issue of permits to work in accordance with the relevant works provisions; iv. reviewing method statements and monitoring design and safety reviews; v. producing and issuing a 'mod' form in respect of any proposed works and reviewing specified qualifying activities; vi. attending customers' project meetings and/or process reviews; and vii. monitoring and auditing any works conducted. <p>28. It will be seen that Sembcorp's role as pipeline authority is underpinned by this interconnected web of reciprocal rights and obligations. These are essential in order for Sembcorp to discharge its functions and to ensure the on-going safe operation of the apparatus and infrastructure. The rights are enforceable against Sembcorp as the contracting party to the easements or licences and, conversely, Sembcorp is able to enforce customers' obligations in order to protect the collective interest in the safe, efficient and effective operation of the Sembcorp Pipeline Corridor and the businesses that use it whether at Wilton or elsewhere upon Teesside.</p>	
<p>The potential adverse effect of the Project Damage to co-ordinated management of the Sembcorp Pipeline Corridor</p> <p>29. Sembcorp is concerned to ensure that the important apparatus within the Sembcorp Pipeline Corridor, as well as route for connecting pipework, cables and other conducting media between Wilton and the other clusters is not disrupted by the Applicants' proposals in ways that lead to economic harm, loss of employment, or additional operational safety or environmental concerns for the existing plant.</p> <p>30. There is no explicit policy guidance in the National Policy Statements in respect of the impact of fossil fuel generating stations on major onshore industrial operations or infrastructure, such as Wilton or the Sembcorp Pipeline Corridor.</p> <p>31. However, paragraph 4.1.3 of the Overarching National Policy Statement for Energy (EN-1) states that: "In considering any proposed development, and in particular when weighing its adverse impacts against its benefits ...[the ExA] should take into account its potential benefits ... and its potential adverse impacts".</p> <p>32. Paragraph 4.1.4 of EN-1 goes on to explain that "social and economic benefits and adverse impacts" should be taken into account "at national, regional and local levels".</p> <p>33. This supplemented by EN-1 paragraph 5.1.2 which makes clear that the "list of impacts (generic and technology-specific) and the policy in respect of the consideration of impacts" in EN-1 and in the impact section of the technology-specific NPSs "is not exhaustive". The NPSs address those impacts and means of mitigation that are anticipated to arise most frequently, but they are not intended to provide a list of</p>	<p>The Applicants note Sembcorp's representations and the quoted sections of NPS EN-1, and would also note that the same section of the policy also states (paragraph 4.1.2): "Given the level and urgency of need for infrastructure of the types covered by the energy NPSs set out in Part 3 of this NPS, the IPC should start with a presumption in favour of granting consent to applications for energy NSIPs. That presumption applies unless any more specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused. The presumption is also subject to the provisions of the Planning Act 2008 referred to at paragraph 1.1.2 of this NPS." Paragraph 1.1.2 identifies that the Secretary of State should decide applications in accordance with the relevant NPSs except in specified circumstances – the only one relevant in relation to Sembcorp's representation is where it would result in "adverse impacts from the development outweighing its benefits". The Applicants' position in relation to the very significant public benefits arising from the Proposed Development and the urgent local, regional and national need for it are set out in the Planning Statement [REP1-003] and Project Need Statement [APP-069]. The Applicants address below how the potential impacts of the Proposed Development on Sembcorp's operations are addressed., Notwithstanding that, the Applicants do not understand that Sembcorp's case is that the impacts of the Proposed Development outweigh its benefits, nor that (as per paragraph 4.1.2) "specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused".</p>

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<p>all possible effects or ways to mitigate such effects. The ExA should therefore consider other impacts and means of mitigation where it determines that the impact is relevant and important to its decision.</p> <p>34. In this regard, as set out above, Wilton is a hub of petrochemical, speciality and other process manufacturing businesses and these businesses are vital contributors not only to the regional, but also the national economy. It forms a vital part of the NEPIC cluster. The businesses served by the Sembcorp Pipeline Corridor – including those located at Wilton – are as a whole a highly significant economic asset and, whilst they are not an NSIP or the direct subject of NPS policy, they make an important and relevant contribution to national economic life. This is a matter to which the ExA should attach considerable weight.</p> <p>35. The importance of the cluster (and of Wilton in particular) is recognised in the adopted local plans for the host local authorities. For example, paragraph 1.18 of the Redcar and Cleveland Local Plan (May 2018) acknowledges that: "The chemical industry, mainly based at Wilton International, is a vitally important part of the local, regional and national economy."</p> <p>36. This is supplemented by paragraph 5.28 which states: "Wilton International is a world class chemicals and energy complex with large multinational operators such as Sabic, Lotte and Huntsman currently operating from the site. The site is operated by Sembcorp who provide a range of utilities to meet the needs of operators. These sectors are a significant employer within the borough, and with potential for growth and investment over future years."</p> <p>37. Policy LS4 also sets out key strategic aspirations to "deliver significant economic growth and job opportunities through the South Tees Development Corporation and Tees Valley Enterprise Zone" and "develop the chemical, technology and energy production industries" at Wilton.</p> <p>38. Paragraph 1.67 also makes clear that Wilton's economic and social contribution also arises within the wider context of the NEPIC cluster: "The chemicals industry is a key part of the local economy with the Wilton International site, together with sites on the northern side of the river, comprising the largest integrated chemicals complex in the UK in terms of manufacturing capacity, and the second largest in Europe. The chemicals sector supports a significant number of jobs in the borough and makes an important contribution to the local economy." [emphasis added]</p>	
<p>45. In particular:</p> <p>a. some of the manufacturing processes and products managed, stored and transported within Wilton and the Sembcorp Pipeline Corridor are potentially hazardous to the workforce, local populations and the environment. Facilities within the complex are on the register maintained by the Health and Safety Executive (HSE) under the COMAH Regulations. Parts of the Wilton complex are also within a secure, access controlled perimeter for these reasons;</p> <p>b. Sembcorp has since 2003 held the role of pipeline authority (in addition to its ownership of the majority of the investment land within Wilton) in a manner that has enabled the continued safe, effective and integrated operation of diverse, complex and potentially hazardous industrial plant, apparatus and infrastructure in separate ownerships</p>	<p>The Applicants note Sembcorp's representations in relation to its role and how the pipeline corridor is managed.</p> <p>The Applicants do not propose to manage the pipeline corridor as a whole – the powers sought in the Draft DCO [REP2-002] are to allow the Applicants to carry out and operate the Proposed Development, acquiring the necessary rights and taking possession of the necessary land. The Applicants may need to deal with existing interests in land – such as rights – in order to be able to do that, and which may require the suspension or acquisition of such rights. The protective provisions which the Applicant will include in the Draft DCO at Deadline 4 (as noted below) will provide for the continued operation or replacement of apparatus, and maintenance of access for Sembcorp.</p>

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<p>c. Particularly within the Sembcorp Pipeline Corridor, where it has little of its own apparatus, it undertakes its role for the collective benefit of all of the users and in order to protect the economic benefit to be derived from the activities taking place within the three clusters upon Teesside linked by it;</p> <p>d. the passage of the pipeline apparatus and the related development process proposed by the Applicants within the Sembcorp Pipeline Corridor would best be regulated alongside other existing and proposed uses and developments, in order to avoid unforeseen conflicts between the Project and other use and development; and</p> <p>e. Sembcorp's co-ordinating role has enabled potential conflicts between customers, whether managing and upgrading large and complex plant requiring new or when undertaking statutorily required assurance works on their apparatus within the Sembcorp Pipeline Corridor, to be avoided in a manner that has assisted with their safe operation and maximised the economic benefit to be obtained from the area as a whole, including Wilton.</p> <p>46. Sembcorp achieves these outcomes in large part through the complex interplay of existing contracts and property rights that regulate its relationship with plant operators and regulate access and the exchange of materials through the highly complex shared infrastructure in the Sembcorp Pipeline Corridor. It also acts in many respects as a 'quasi-public authority', convening, representing and regulating its customers to maximise shared benefit and minimise conflict.</p> <p>47. The following examples illustrate the vast array of functions which Sembcorp carries out as pipeline authority in accordance with this carefully calibrated and balanced legal framework:</p> <p>a. There are carefully crafted deemed acceptance provisions in existing deeds managed by Sembcorp, such that a constructee enjoys certainty that it can construct, subject to taking account of any reasonable concerns raised by Sembcorp or other customers.</p> <p>b. Notice and consultation obligations with existing apparatus owners exists primarily for safety so they can require reasonable protection of their existing assets, but also identify applicable code and standards issues which constructees may not be aware of. This also allows detailed knowledge of third party apparatus to be shared e.g requiring certain sections to be fully welded (when British Standards may otherwise permit the use of flanged joints) and/or requiring the revision of designs so as not to place a joint or valve typically within 3 metres of an existing purge valve, drain vent or similar due to risk of fluid leak and/or a flammable atmosphere.</p> <p>c. Sembcorp assists in developing and monitoring safe systems of work, including advising constructees on the potential hazards around them – whilst the Applicants' construction and maintenance contractors will no doubt be experienced in building its pipeline, they will not necessarily know all of the hazards which exist in the Sembcorp Pipeline Corridor such as culvert loadings or the requirements that must be complied with in respect of other types or categories of apparatus.</p> <p>d. Sembcorp also manages liability to the existing apparatus owners and obtains appropriate indemnities and insurances from the constructee for damage that may be caused to that existing apparatus owner's equipment or to the Shared Apparatus and Infrastructure. This ensures that Sembcorp and its customers have appropriate recourse and protection if during construction or maintenance their apparatus is damaged.</p> <p>e. Sembcorp holds and also obtains via the standard documentation, outline detail on all apparatus in the Sembcorp Pipeline Corridor such that, in the event of an emergency or incident, it can provide crucial information (including to the emergency services) without the need for contact with every individual</p>	

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<p>apparatus owner, i.e. it is not just a question of providing information on the specific apparatus to which the incident relates, but also upon the surrounding hazards.</p> <p>f. The local authority issues the rates bill for the Sembcorp Pipeline Corridor to Sembcorp, which then apportions the liability to those with apparatus in it.</p> <p>48. Consequently, if the Applicants seek to acquire rights over the Sembcorp Pipeline Corridor and to extinguish or suspend the existing rights in it enjoyed by Sembcorp and its customers, it is incumbent upon them to set out in detail their proposals for the on-going management of this vitally important infrastructure. They have not addressed this at all in their application, however.</p> <p>49. Even if such management measures were proposed, the inevitable fragmentation of the current integrated role played by Sembcorp as pipeline authority that would result could have significant adverse effects on the continued safe and economic operation of the Sembcorp Pipeline Corridor and those businesses across the three Teesside chemical clusters which rely upon it, including Wilton. For common sense, practical reasons there is much advantage in their being a single body for the co-ordination, review and notification of works within the Sembcorp Pipeline Corridor to which all users of it can turn, especially given that the area included within the Order Limits is only part of the whole. It would be less efficient, economical and coordinated for two different parties to manage different parts of the Corridor.</p> <p>50. A far better solution will be for the Applicants to accept that they will be merely part of a wider 'ecosystem' of operators, producers and businesses in the cluster and to participate in the existing co-ordination arrangements which Sembcorp has successfully operated for nearly two decades.</p>	
<p>Inadequate justification for proposed compulsory acquisition or extinguishment of rights</p> <p>51. The dDCO proposed by the Applicants envisages extensive powers to acquire compulsorily rights over the Sembcorp Pipeline Corridor and, just as importantly, to extinguish the existing rights enjoyed by Sembcorp and its customers.</p> <p>52. Under Section 122 of the PA 2008, a DCO which includes compulsory acquisition powers may be granted only if the conditions in sections 122(2) and (3) are met. These conditions are receptively that:</p> <ul style="list-style-type: none"> a. the land is required for the development to which the DCO relates or is required to facilitate or is incidental to that development; and b. there is a compelling case in the public interest for inclusion of powers of compulsory acquisition in the DCO. <p>53. For these purposes, section 159 of the PA 2008 clarifies that "land" includes any interest in or right over land.</p> <p>54. Further guidance as to the Secretary of State's approach to CA is set out in the Guidance related to procedures for the compulsory acquisition of land (September 2013) ("CA Guidance"). Without repeating the full content of the CA Guidance, a number of key principles may be distilled:</p> <ul style="list-style-type: none"> a. all reasonable alternatives to compulsory acquisition must be explored by the Applicants;7 b. the Applicants must have a clear idea of how they intend to use the land;8 c. the Applicants must satisfy the Secretary of State that the land to be acquired is no more than is reasonably required;9 and 	<p>The points raised are noted by the Applicants and we would refer to our response at Deadline 1, Table 31.1 Applicants' Comments on Relevant Representations [REP1-045] and additional comments below.</p> <p>The Applicants' preference is to reach a voluntary agreement with Sembcorp for the rights they require and as such has now agreed Heads of Terms for those rights and solicitors are instructed regarding the negotiation of the required documents. However, to protect the delivery of the Proposed Development the Applicants must retain its compulsory acquisition powers over the Order land to facilitate the construction, maintenance and operation of the pipelines.</p> <p>The Applicants' proposed use of the Sembcorp corridor is for the CO2 Gathering Network pipeline (Work No. 6), and note that Sembcorp do not object to this. This will be a pipeline constructed of similar materials to existing apparatus in the corridor and be installed using safe and efficient techniques in accordance with the controls secured through protective provisions. Work No. 6 will be designed and constructed to the required national and international standards in order to secure and maintain an operating licence. At a minimum this will require compliance with Construction Design and Management Regulations 2015 (CDM) and the Pipeline Safety Regulations 1996. The Applicants will operate and maintain the apparatus in the same manner to the existing apparatus in the corridor. Therefore, the installation and operation of Work No. 6 will not, in practical terms, be different to how the corridor is operated or maintained at present.</p> <p>The powers sought and extent of the Order Land are those which are required, and the Applicants consider that the statutory and Guidance tests are met. Typically during construction of a pipeline separate and sufficient space is required, running parallel to the intended pipeline route, for a) the</p>

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<p>d. compelling evidence must be provided that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.¹⁰</p> <p>55. In this context, Sembcorp has particular concerns as to:</p> <p>a. the extent of the proposed powers of compulsory acquisition of rights of the Sembcorp Pipeline Corridor; and</p> <p>b. the Applicants' articulation of the public interest insofar as the Project would affect the Sembcorp Pipeline Corridor and, by extension, Wilton and the wider Teesside chemical clusters which rely upon it.</p> <p>56. With respect to point a., the dDCO proposes to grant powers for the Applicants to acquire compulsorily rights across the whole width of the Sembcorp Pipeline Corridor within the Order Limits.</p> <p>57. However, it is Sembcorp's understanding (based upon information provided by the Applicants) that these rights are sought primarily in order to enable the provision of an up to 22inch CO2 transportation pipeline. Given the size of this proposed development, the proposed extent of the CA powers over the Sembcorp Pipeline Corridor (typically up to a width of 30 to 35 metres) is manifestly excessive.</p> <p>58. To put matters in perspective, based on its extensive experience as the pipeline authority responsible for the overall management and co-ordination of the Sembcorp Pipeline Corridor, Sembcorp would expect a 5 metre wide rack to accommodate between 5 and 10 pipelines plus additional cabling.</p>	<p>positioning of side-booms to lift the pipeline into position, b) construction, welding and testing of the pipeline, c) storage of equipment and materials, and d) a haul road to bring machinery, materials and personnel to and from the site safely. Similarly, during ongoing operation of the pipeline sufficient space is required to gain access, store equipment and materials and undertake inspection / maintenance – these are all activities which must be permitted on an ongoing basis, throughout the life of the asset. Consequently, the land within the Order (up to 35m) is considered necessary to ensure the safe and efficient design, construction and ongoing operation and maintenance of the pipeline. The number of pipelines and quantity of cabling installed on a 5m wide rack would depend on the sizing of the pipelines and their inventory, and for cables would depend on their duty and voltage. The comment does not take into consideration the space required to ensure the safe and efficient design, construction and ongoing operation and maintenance of the pipeline. The Applicants have sought rights over the relevant area of the Order Land in order to ensure that they can, following detailed design, install, access, operate and maintain the relevant parts of the Proposed Development. The Applicants confirm that they would only acquire rights over such parts of the corridor as are required, following that detailed design process. The Applicants also note that the protective provisions include for Sembcorp to approve the 'works details' in relation to any part of the Proposed Development which would have an effect on Sembcorp's operations or access to them, and that Sembcorp may, in approving those details, specify reasonable requirements for the continuing safe operation of their operations and reasonable access to them at all times (paragraphs 185-188 in Part 16 of Schedule 12).</p>
<p>62. Furthermore, it is not apparent from the Applicants' Statement of Reasons why it is necessary for them to seek powers to acquire compulsorily the full package of rights over the Sembcorp Pipeline Corridor in perpetuity. For example, the table in Schedule 7 of the dDCO intimates that many of the rights sought relate to access, landscaping and maintenance. Such matters are transitory and could equally well be addressed by suitable temporary rights over the relevant land. It is not necessary for perpetual rights to be obtained, especially given the time-limited duration of the development that would be authorised by the dDCO (circa 60 years).</p> <p>63. Sembcorp remains content to continue to manage and facilitate the Sembcorp Pipeline Corridor so as to secure the wider socio-economic interest in its efficient and safe functioning, and to grant the Applicants equivalent rights to its own customers sufficient to meet the needs of the Project, subject to the agreement of suitable heads of terms. Draft documentation has already been issued to the Applicants on 25 May 2022.</p> <p>64. In these circumstances, Sembcorp submits that the rights sought by the Applicants and the associated powers of CA (insofar as these relate to the Sembcorp Pipeline Corridor) are excessive in both extent and duration. Further, the compulsory acquisition of such rights is not, in fact, required, since the Applicants can obtain the rights they need directly from Sembcorp, in common with other users of the Corridor.</p>	<p>The rights are appropriately sought in perpetuity, as whilst the Proposed Development has a design life, it is not known at this stage what its actual operational period will be. Specifically in relation to the CO2 Gathering Network, this will be a regulated asset, with the operator required to provide the defined services (the transport and storage of CO2) to its customers (the emitters). It will therefore have regulatory obligations and linked obligations to its customers, and could be put in breach of those if the rights were time limited and it no longer had the necessary powers to maintain and operate the CO2 Gathering Network. In addition, time limited rights could also mean that the benefits of the Proposed Development were curtailed, since if the CO2 Gathering Network could no longer be used (as the rights had 'expired'), then necessarily the significant benefits arising from the decarbonisation of key industries across Teesside would at that point cease. In terms of the specific rights mentioned, powers of temporary possession would be sufficient for the purposes of construction, but self-evidently would not be adequate to allow the ongoing maintenance of the CO2 Gathering Network nor the necessary access to it.</p> <p>The Applicants' position in relation to a voluntary agreement and the powers sought is set out above.</p>
<p>Need for protective provisions and additional requirements</p> <p>73. As set out above, Sembcorp is supportive of the principle of the Project which offers significant opportunities to enhance the offer of the NEPIC cluster and drive competitive advantage for the region and the UK on a global scale.</p>	<p>The Applicants welcome Sembcorp's support for the principle of the Proposed Development and its recognition of its importance for the region and UK.</p> <p>The Applicants have exchanged drafts of the protective provisions with Sembcorp and will include an update to those within the draft DCO that will be submitted at Deadline 4. The Applicants consider that</p>

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<p>74. However, it is vital that securing these envisaged benefits does not adversely affect the highly important existing economic activity within the cluster which is served by the Sembcorp Pipeline Corridor, including at Wilton.</p> <p>75. Sembcorp considers that as long as the Applicants are prepared to take their place as part of the wider 'eco system' of entities active within the cluster, ensuring that its needs are balanced with those of other entities rather than taking precedence over them, this risk can be mitigated.</p> <p>76. The appropriate means by which this can be achieved are the inclusion of:</p> <ul style="list-style-type: none"> a. appropriate protective provisions in favour of Sembcorp; and b. ensuring that the DCO requirements provide for Sembcorp to be consulted prior to any subsequent approval of detailed plans or specifications relating to the Sembcorp Pipeline Corridor. 	<p>these mean that the potential impacts of the Proposed Development and the powers in the DCO are appropriately managed and mitigated. The updates will include provisions or amendments to broaden the scope of 'Sembcorp operations' and in relation to the removal or replacement of existing apparatus. Where appropriate these take account of the protective provisions included in the Dogger Bank DCO. These build on the existing provisions in the Draft DCO which as noted above provide for Sembcorp's approval of works in the specified circumstances, and for its continued ability to access the Sembcorp operations.</p> <p>The Applicants do not consider that Sembcorp needs to be a consultee to requirements. As noted above the protective provisions already require the Applicants to submit the 'works details' to Sembcorp, for any activities which could have an effect on the Sembcorp operations. This ensures that Sembcorp will receive the required information at the detailed design stage and have an appropriate role in providing comments on and approving it. Sembcorp has not pointed to any precedents for DCOs that provide for non-statutory undertakers / consultees to be a consultee on requirements</p>
<p>77. A copy of the protective provisions included in The Dogger Bank Teesside A and B Offshore Wind Farm Order 2015 is reproduced in the Appendix to these written representations. Subject to appropriate necessary modifications, Sembcorp considers that these strike the right balance between the competing public interests. These should also not be controversial given that they have previously been considered appropriate and necessary by the ExA and the Secretary of State in relation to this earlier DCO.</p> <p>78. As to requirements, Sembcorp seeks the following:</p> <ul style="list-style-type: none"> a. with respect to Requirements 3(2) and 3(7) (concerning the approval of detailed particulars of Works 2A and 6 affecting Sembcorp assets or the Sembcorp Pipeline Corridor), in each case RPA approval must be "in consultation with Sembcorp"; b. with respect to Requirement 16 (concerning approval of a CEMP), RPA approval must be "in consultation with Sembcorp" insofar as it relates to Works 2A and 6; c. similar provision must be included in respect of any other works which would or may affect Sembcorp's assets, Wilton or the Sembcorp Pipeline Corridor; and d. with respect to Requirement 32, this must be amended so as to require decommissioning to be carried into effect, with RPA approval to be "in consultation with Sembcorp". <p>79. Sembcorp intends to discuss appropriate detailed amendments to the dDCO with the Applicants and will provide a further update to the ExA in due course.</p>	<p>See the Applicants' response above in relation to protective provisions and requirements.</p>

17.0 RESPONSE TO THE SOUTH TEES DEVELOPMENT CORPORATION'S (STDC)

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<p>1 Introduction</p> <p>1.1 Further to South Tees Development Corporation's (STDC) relevant representation [RR-035] which provides a background to STDC at sections 2 and 3, this Written Representation is submitted by STDC on behalf of STDC, Tees Valley Combined Authority and Teesworks Limited to update the Examining Authority on the status of STDC's key concerns.</p> <p>1.2 STDC maintains its in-principle support of the Net Zero Teesside proposals (the Project), however STDC continues to object to the proposals in their current form, in light of their unacceptable impact on STDC interests.</p> <p>2 Executive summary</p> <p>2.1 In summary, the reasons for STDC's objection are as follows:</p> <p>2.1.1 Option Agreement – An agreement has not yet been reached and STDC is concerned that compulsory acquisition powers remain in the draft Order without any controls.</p> <p>2.1.2 Construction access from Redcar Bulk Terminal – STDC is open to the Applicants making use of certain plots, provided that use does not hinder planned development of the Teesworks site, if for example, STDC required an access road to be relocated to facilitate its development.</p> <p>2.1.3 Construction Access from Tees Dock Road – STDC understands that this land is being removed from the scope of the draft Order, but this has not yet been reflected in the draft Order.</p> <p>2.1.4 Temporary land for pipeline stringing – STDC understands that these areas are being removed from the scope of the draft Order but the latest documents are yet to reflect this.</p> <p>2.1.5 Temporary land for construction / laydown – STDC does not accept sterilisation of its land within the Freeport (much of which benefits from outline planning permission), and notes particularly that an off-site park and ride solution is being developed.</p> <p>2.1.6 Outfall alignment – STDC disagrees with the proposed outfall alignment as this land is required for future development. An alternative alignment should be adopted.</p> <p>2.1.7 Corridors for other utilities, services and access – STDC is concerned that these corridors are variously too wide and / or the current alignments impede other development. More progress needs to be made by the Applicants on the easement agreements, which currently sit outside the scope of the main option agreement being negotiated between the parties.</p> <p>2.1.8 Private wire network – STDC continues to object to the proposals until the Applicants identify a workable and acceptable solution.</p> <p>2.1.9 Remediation – No formal agreement exists between the parties permitting STDC to carry out remediation works.</p> <p>2.1.10 Interface agreement – No agreement exists between the parties governing the relationship between STDC's development proposals and those of the Applicants.</p>	<p>The Applicants welcome STDC's continued in principle support for the Proposed Development. The Applicants note STDC's summary grounds of objection. The Applicant's full response to the matters raised in the WR (including the Executive Summary) is set out the paragraphs below.</p>

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<p>2.1.11 Draft DCO – STDC has comments on the requirements, protective provisions and DCO articles which are yet to be resolved by the Applicants.</p>	
<p>2.1.12 Environmental impact – STDC is concerned with the Applicants handling of tunnel arisings and traffic.</p>	
<p>3 Compulsory acquisition of STDC land</p> <p>Option Agreement</p> <p>3.1 STDC continues to engage with the Applicants on entering into an option agreement for a lease for the Power, Capture and Compression (PCC) site. Since STDC is an in-principle supporter of the Project, it has always been open to entering into a voluntary agreement with the Applicants for the interests required for the Project.</p> <p>3.2 In view of this, and given the unique status of the Teesworks site, STDC does not believe that compulsory acquisition powers are required, necessary nor appropriate.</p> <p>3.3 The Examining Authority will note that the Applicants are seeking to agree a lease rather than acquire a freehold interest from STDC, which would not be capable of being granted by way of “full” permanent compulsory acquisition powers in any event.</p> <p>3.4 STDC maintains that the use of compulsory acquisition powers should be restricted over its land, which includes sites which STDC is bringing forward for other developments of national economic importance. STDC requires any interests in its land to be acquired only by agreement with STDC. This reasonable request, which can be secured by a precedented amendment to the draft protective provisions (see further below at paragraph 5.5.4) would protect STDC’s interests from the unacceptable effects of the Applicants’ compulsory acquisition, should the Applicant and STDC fail to conclude voluntary agreements by the end of examination.</p>	<p>3.1 The Examining Authority is directed to Part 2 of the updated Statement of Common Ground between the Applicants and STDC (Document Ref 8.3) for a full summary of the extent and nature of the discussions between the parties. This includes a detailed record of discussions with respect to entering into voluntary agreements for the interests required for the Proposed Development. The Applicants will continue to engage with STDC with the intention of entering into voluntary agreements.</p> <p>3.2 The Applicants disagree that the “unique status” of the Teesworks site mean that powers of compulsory acquisition are not required, necessary or appropriate. In the absence of land agreements being entered into with STDC, the Applicants require powers of compulsory acquisition and temporary possession to ensure that the Proposed Development can be built, maintained, and operated, and so that the public benefits of the NZT project can be realised, including supporting the Government's policies in relation to the timely delivery of new generating capacity and achieving ambitious net zero targets are met. The Applicants consider that the balance lies clearly in favour of the grant of compulsory acquisition powers, taking into account the measures to avoid, minimise or mitigate the effects of such powers, and noting the substantial public benefits that it considers exist for the Proposed Development. The Secretary of State must be satisfied that there is a compelling case in the public interest for the compulsory acquisition. It is the Applicant's case that that exists for the whole of the Order land, including land owned by STDC. The Examining Authority is directed to Part 4 of the Applicants response to STDC’s Relevant Representation in the Applicants Comments on Relevant Representation [REP1-045] for further details of the need for compulsory acquisition and how the legal tests are satisfied and related guidance has been complied with by the Applicants.</p> <p>3.3. In the absence of a voluntary agreement, it is not possible to impose a lease on STDC instead, nor would that be acceptable to STDC if it has not agreed to enter into a lease on those terms voluntarily. The alternative available to the Applicants in order to deliver the Proposed Development is to seek powers of compulsory acquisition, where less intrusive powers of temporary possession are not sufficient to deliver the Proposed Development. The Applicants have sought to reduce the nature or extent of rights sought wherever possible including through the use of existing pipeline corridors and connections as requested by STDC. It is also relevant that the compensation that is payable in respect of the exercise of compulsory acquisition powers would reflect the nature of the rights sought.</p> <p>3.4 The Applicants would direct the Examining Authority to its response at paragraph 3.2. The Applicants’ position is that the compulsory acquisition powers sought in the DCO are necessary and proportionate and that it must retain the powers to exercise those rights. Accordingly, it does not agree that the protective provision should be amended to make the exercise of such powers conditional on STDC’s agreement.</p>

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<p>Construction access from Redcar Bulk Terminal - Plots 290, 291, 298, 299</p> <p>3.5 STDC notes that these plots continue to be included within the Order limits to secure a route from Redcar Bulk Terminal (RBT) to the Applicants' proposed PCC site. STDC recognise the need for a means of access from RBT.</p> <p>3.6 These plots form part of the Teesside Freeport and some fall within land benefitting from outline planning permission for B2 and B8 (business / industrial) use, granted to STDC (see the overlay plan at Appendix 1). As matters stand, there is a risk that significant economic benefits of the Freeport will not be fully realised if the Applicants are permitted to potentially sterilise these plots. The plots in question form part of site in which a development of national economic importance is being brought forward.</p> <p>3.7 In the interests of assisting the Applicants, should this access be available during the period of construction, STDC is content for it to be used. However, the Freeport site is subject to other development proposals and planning permissions. If the access along these plots is no longer available, STDC requires the Applicants to make use of an alternative access to the main site rather than taking powers which sterilise the Freeport. This "lift and shift" mechanism is already in place to regulate RBT's use of this access route.</p> <p>3.8 STDC require the DCO, either via the protective provisions or a requirement, to make provision for this necessary control on the use of the Teeswork site for construction access.</p>	<p>3.5 – 3.6 The Applicants would direct the Examining Authority to its response to paragraph 4.8.13 of STDC's Relevant Representation in the Applicants Comments on Relevant Representation [REP1-045]. The Applicants and STDC have been discussing potential alternative solutions for the routing of AILs and this is intended to be part of the voluntary agreements. In the absence of voluntary agreements to date, Plots 290, 291, 298 and 299 are required for temporary use in order to construct the Proposed Development.</p> <p>3.7 – 3.8 The Applicants welcome STDC's confirmation that it is content for this route to be used if it is available during construction. The Applicants have no issue in principle with using an alternative construction route if that assists STDC or third parties with bringing forward new development at the Freeport and provided that the alternative route is technically feasible, STDC has the necessary power to confer any land rights and all necessary consents have been secured. The Applicants intend to include an appropriate "lift and shift" mechanism in the protective provisions in the draft DCO submitted at Deadline 4 which would allow for the potential use of an alternative construction access route from RBT to the PCC site.</p>
<p>Construction access from Tees Dock Road - Plots 274 and 279</p> <p>3.9 The proposed Tees Dock Road access is not acceptable to STDC because it would not be compatible with future redevelopment plans for the Teesworks site.</p> <p>3.10 Following discussions with the Applicants, STDC understands that the Applicants have agreed to use an alternative route for construction access to the Teesworks site – Lackenby Gatehouse – which avoids the need to use the Tees Dock Road access. STDC had made clear there was an alternative route in STDC's ownership which the Applicants should have used, and now welcomes the Applicants' agreement to use that route.</p> <p>3.11 The alternative route is set out on the appended plans at Appendix 2 to this Written Representation.</p> <p>3.12 STDC notes from the Deadline 1 Statement of Common Ground (SoCG) [REP1-007] that the Applicants state that any alternative route would have to be secured by voluntary agreement. Irrespective of any agreements, STDC requires the Applicants to amend the Order Limits to include this alternative route, and to remove plots 274 and 279 from the scope of the draft Order limits.</p>	<p>3.9 The Applicants are not aware of any impact that using the Tees Dock Road access gate could impose on future redevelopment plans for the Teesworks site, or to the extent such impact exists, could not be satisfactorily addressed during the design, construction and temporary use of the access route. After accessing the Teesworks site via the existing gate in plots 274 & 279, the Applicants' Order Limits utilise existing Teesworks site trunk roads. The land plots and related powers included within the Order are necessary and proportionate to secure a practical transport route for HGVs from PD Ports to the PCC site in order to construct the Proposed Development.</p> <p>3.10-3.12 As outlined in point 28 in the SoCG (Document Ref 8.3), the Applicants are in discussions with STDC on alternative access via the Lackenby Gatehouse for HGVs importing material from PD Ports. The alternative route is acceptable in principle, but the Applicants' position remains that this must be secured via a legally binding agreement before they could consider amending the Order Limits, otherwise the Applicants may not be in a position to construct the Proposed Development. The Applicants will also need to first be satisfied that appropriate due diligence is carried out in order to confirm STDC's powers to confer access rights.</p>
<p>Temporary land for pipeline stringing - Plots 290, 291, 298, 299, 309</p> <p>3.13 STDC understands from discussions with the Applicants that part of this area can be reduced as it is no longer required for pipeline stringing, which STDC understands was the specific activity contemplated by Work No. 9A (laydown) in this area. This was acknowledged in the SoCG between the parties submitted at Deadline 1 [REP1-007]. STDC needs to understand the extent of the reduction and requests an amendment to be put forward to the draft Order and supporting plans by the Applicants at the earliest opportunity.</p>	<p>3.13 The Applicants would clarify that the impacted plots in respect of temporary land for pipeline stringing have been updated in the SoCG submitted at Deadline 3 (Document Ref. 8.3). As set out in point 33 of the SoCG, the Applicants accept that the pipeline stringing within Work No. 5A is capable of being carried out without requiring the full extent of plots 290, 291, 299, 309 and 335 as shown on the Land Plans.</p> <p>The Applicants confirm that while plot 290 was identified as potentially required for pipeline stringing during the application phase, it is also required for construction access from Redcar Bulk Terminal. Therefore, the full extent of plot 290 is still required and justified as part of the Order Limits and will not form part of the reductions.</p> <p>The Applicants are undertaking further engineering assessment to confirm the precise extent of the land that should be removed. It intends to submit details of the proposed changes to the Order Limits to the ExA as soon as practical. In advance of updating the Order Limits, the Applicants have shared with STDC the indicative extent of</p>

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	the reductions to Order Limits and included an illustration within the SoCG submitted at Deadline 3 (Document Ref 8.3).
<p>Temporary land for construction / laydown - Plots 292, 293, 295</p> <p>3.14 STDC considers that more temporary land has been included in the proposals than necessary and require this area to be removed from the Order Limits. In particular, it should be noted that:</p> <p>3.14.1 STDC is developing a park and ride solution for the Applicants' employees accessing the Teesworks site – but notwithstanding this matter, the extent of land is considered by STDC to be far more than is necessary;</p> <p>3.14.2 in negotiations with the Applicants on the scope and extent of option agreement, it has been evident that the Applicants do not require the extent of temporary land currently contained in the Order Limits.</p> <p>3.15 STDC notes from the SoCG [REP1-007] that the Applicants have confirmed this area of land can be reduced. STDC needs to understand the extent of the reduction and requests and amendment to the draft Order and supporting plans at the earliest opportunity.</p> <p>3.16 STDC does not believe that it is reasonable for the Applicants to sterilise Freeport land which has time limited benefits. The plan enclosed at Appendix 1 identifies the areas of Freeport overlap to assist the Examining Authority in understanding how STDC's Freeport and other development land benefitting from planning permission risks being sterilised.</p>	<p>3.14-3.16 The Applicants agree with the position as was confirmed in point 34 of the SoCG (Document Ref 8.3). The Applicants intend to make some reductions to plots 289, 292, 293, 295, 298 and 300 after concluding the exact extent of the Order Land that is still required for the Proposed Development. The Applicants position, however, remains that an area of the Order Limits associated with these plots needs to be maintained as part of its proposals for construction car parking. Whilst STDC proposes to deliver an operational park and ride solution in time for the Proposed Development, this is not yet sufficiently progressed and secured so that the Applicants can rely on it. Without sufficient construction space, including for parking, the Applicants would not be able to deliver the Proposed Development.</p> <p>The Applicants are developing the updated application documents for this change and intend to submit these to the ExA as soon as practical. The Applicants have shared with STDC the indicative extent of the reductions to Order Limits and included an illustration within the SoCG submitted at Deadline 3.</p>
<p>Outfall alignment – Plots 297, 304, 306, 307, 308, 310, 311, 312, 326</p> <p>3.17 STDC does not agree to the current route of the outfall forming Work No. 5A due to sterilisation of future development on that land, known as the Foundry (see Appendix 1). STDC is currently in detailed discussions for development on this land, representing a significant national economic growth project and the Project risks impacting those discussions.</p> <p>3.18 STDC has not yet agreed to an alternative design and route of the pipework for the outfall and require discussions on this, including which party will undertake the works. STDC understands that the Applicants are carrying out a survey to consider the feasibility of an alternative solution. STDC requires the Applicants to expedite their survey so that this matter can be resolved within the examination period.</p> <p>3.19 If the Applicants are unable to progress a survey and alternative design and route for the outfall, STDC requires suitable protection via the draft Order to ensure that its own development proposals are not stymied by the Project.</p>	<p>3.17 – 3.19 The Order Limits for the existing outfall (Work No. 5A) were selected based on a practical direct pipeline routing between the PCC site and the existing above ground A and B shafts. These existing shafts are located in the area referred to as the Foundry. The remainder of the Order Limits follow the existing routing of the below ground outfall tunnel from the Teesworks site to the diffuser head in the Tees Bay.</p> <p>The Applicants are in discussions with STDC on the use of the existing outfall. This includes technical issues associated with the Applicants' connection, as well as STDC's potential plans to modify the existing outfall to increase the amount of developable land for the Foundry.</p> <p>As part of these discussions the Applicants have agreed to undertake a study to assess the technical feasibility of a below ground connection to the existing shaft B. This would enable shafts A and B to be capped above the connection point and remove any restriction on developing the Foundry plot. The Applicants have agreed to undertake this study in order to work collaboratively with STDC to reach a mutually acceptable position. The Applicants have shared with STDC the scope of this study for review and comment before it is carried out.</p> <p>The Applicants have no issue in principle with using an alternative connection route between the main PCC site and the existing outfall, if that assists STDC or third parties with bringing forward new development on the area referred to as the Foundry. That is provided that the alternative route is technically feasible, STDC has the necessary power to confer any land rights and all necessary consents have been secured. The Applicants intend to include an appropriate "lift and shift" mechanism in the protective provisions in the draft DCO submitted at Deadline 4 which would allow for the potential use of an alternative connection route between the main PCC site and the existing outfall.</p>
<p>Other corridor alignments for utilities / services and access</p> <p>3.20 STDC can confirm that the following matters form part of the draft option agreement currently being negotiated with the Applicants: raw water supply (Work No. 4); potable water supply (Work No. 4); outfall (Work No. 5); sewerage (Work No. 10); site access (Work No. 10).</p>	<p>3.20 The Applicants confirm that the services listed by STDC form part of the draft option agreement.</p> <p>3.21 The Applicants confirm that a separate easement agreement will be negotiated with STDC to secure voluntary easements for the Works listed. To date there has been a concerted effort by the Applicants to progress the main site option agreement with STDC. The negotiations in relation to the main site option agreement have</p>

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<p>3.21 However, STDC requires the Applicants to enter into separate option agreements for easements for the CO2 pipelines (Work Nos. 6 and 8), electricity lines (Work No. 3) and gas pipeline (Work No. 2) connections running through Teesworks. Those matters fall outside the PCC option agreement and no draft easement agreements have been received by STDC.</p> <p>3.22 Without voluntary agreements being entered into there is a significant risk that the Applicants will acquire, via compulsory acquisition powers, rights and interests over STDC land which disrupt future development proposals by sterilising land. STDC strongly encourages the Applicants to engage on the agreements for easements falling outside the scope of the current option agreement. Notwithstanding progression of these agreements, STDC will still require controls in the draft Order over the use of compulsory acquisition powers, via the protective provisions, to protect STDC's interests.</p> <p>3.23 STDC has the following particular concerns as regards the utilities and services listed in paragraphs 3.20 and 3.21 above:</p> <p>3.23.1 STDC considers that the Applicants' Order Limits contain wider utility corridors than are required or justifiable, which appears to be evident from negotiations on the detailed terms of the PCC option agreement;</p> <p>3.23.2 STDC also understands that the Applicants are seeking exclusive corridors, some of which would overlap with and sterilise STDC's own existing utilities corridors – this is not acceptable to STDC. Furthermore, STDC is concerned that the Applicants appear to be taking up available capacity on existing rail bridges for the routing of utilities, which could prevent other developments coming forward until new crossing rights have been sought from Network Rail. This outcome would not be acceptable to STDC.</p> <p>3.23.3 The proposals risk sterilising other developments that are coming forward on the Teesworks site. STDC would highlight in particular the location of the proposed water supply (Work No. 4) and temporary access route (Work No. 10) which cut through the middle of the Long Acres site, for which outline planning permission has been obtained (see Appendix 1).</p> <p>3.24 STDC's response to the Examining Authority's first written questions provides more detail on these concerns, and the specific plots engaged.</p> <p>3.25 STDC is willing to provide the necessary easements for services and access, provided that the connection route and extent of the corridors are agreed, and the corridors do not prejudice current or future services required by other developments on the Teesworks site. As with the Redcar Bulk Terminal access, the use of any corridor permitted by the draft Order must be conditional upon the potential for the routes of access or service corridors to change as a result of other developments and permissions on the Teesworks site.</p>	<p>included detailed discussions in relation to the location and extent of the easement corridors and the commercial arrangements in respect of the easements. During this process the Applicants have prepared and shared with STDC a utility corridor matrix document detailing principles and key points associated with each individual easement and utility service required from STDC. The Applicants have updated and re-shared this with STDC as technical discussions have progressed. The Applicants have not received any substantive comments from STDC on this matrix and to date STDC's position has been to not have the matrix appended to the main site option agreement. The main site option agreement (the draft of which is in a mature state) is intended to include a good faith obligation on the parties to agree the form of option for easement and easement. The format of the option for easement and easement should where appropriate mirror drafting that is being agreed in the main site option agreement and lease. STDC's solicitors originally indicated that the preference was for STDC's solicitors to prepare the draft easement documents. However, the Applicants will instruct its solicitors to prepare the drafts once the main site option agreement and technical discussions in relation to the easement corridors have both reached a suitable position.</p> <p>3.22 The Applicants continue to engage proactively with STDC to secure all the necessary land rights to construct, operate and maintain the Proposed Development by voluntary agreement. The Applicants would direct the Examining Authority to Part 2 of the Statement of Common Ground between the Applicants and STDC submitted at Deadline 3 (Document Ref. 8.3) for further details of discussions to date regarding easement agreements. With respect to STDC's request for controls over the exercise of powers of compulsory acquisition in the DCO, the Applicants would direct the Examining Authority to its response at paragraph 3.4.</p> <p>3.23.1 The extent of Order Land required for the utility corridor has been assessed by the Applicants based on design, construction and operational considerations. The Applicants would direct the Examining Authority to its full justification for the widths of the utility corridors in response to Part 4 of STDC's Relevant Representation as set out in the Applicants Comments on Relevant Representation [REP1-045]. The areas within which each Work Number (including the utility connections) may be constructed, and where corresponding rights of compulsory acquisition and temporary possession are required, is intended to ensure that there is some flexibility taking account of technical uncertainties – some of which would otherwise be resolved pursuant to the parties entering into a voluntary agreement. The Applicants would also point out that terms of the option agreement including utility corridors are still subject to technical and commercial discussion and therefore do not provide an appropriate basis for determining the acceptability of the extent of the utility corridors sought in the DCO.</p> <p>3.23.2 Under the draft DCO there are up to four pipelines (WN2A, 5C & 6) and multiple cables (WN3A) required within the utility corridor. As part of the Proposed Development, the Applicants will need to establish the new utility corridor from the PCC site to the boundary of the Teeswork site within Anglo American land. In addition to the above services the corridor will need to accommodate operation and maintenance access for personnel, vehicles and buried services. The Applicants can only be reliant on the design for the Proposed Development to ensure delivery of the scheme, as such it is designing the concept of an exclusive corridor. With regards to the use of the existing rail bridge over Network Rail for Work No. 3A, the Applicants have held a number of technical meetings with STDC on this matter. The Applicants have proposed a number of design solutions that utilise the existing crossing without using up all remaining space for future crossings.</p> <p>3.23.3 The routing for Work No. 4 and Work No. 10 within the proposed Long Acres site following the existing water supply pipeline routes and site estate roads. The Applicants developed these Order Limits to utilise existing infrastructure within the Teesworks Site. The Applicants have no issue in principle with using an alternative routeing of the water supply pipeline and temporary access route to the extent that if that assists STDC or third parties with bringing forward new development on the area referred to as Long Acres site. That is provided that</p>

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	<p>the alternative routeing is technically feasible, STDC has the necessary power to confer any land rights and all necessary consents have been secured. The Applicants intend to include an appropriate "lift and shift" mechanism in the protective provisions in the draft DCO submitted at Deadline 4 which would allow for the potential alternative routeing.</p> <p>3.24 Noted. The Examining Authority is directed to the Applicants' responses at paragraphs 3.20 to 3.23.</p> <p>3.25 Except where specified otherwise in this response, the Applicants position is that the full extent of the services and access corridors included in the Order are required for the Proposed Development. The Applicants have already included protective provisions in the Order to effectively manage the interaction with other development across the Teesworks site and has identified additional protections in response to the concerns raised by STDC in its Written Response (including new lift and shift provisions and arrangements for managing the programming of works). The new protective provisions will be included in the DCO submitted at Deadline 4.</p>
<p>4 Works on STDC land</p> <p>Impact on private wire network</p> <p>4.1 STDC is working with the Applicants to reach an agreement on the 66kV Parallel Path. Details are not yet finalised or agreed. STDC notes that the Applicants are seeking to reach an agreement by July 2022, which STDC welcomes.</p> <p>4.2 No agreement on this matter has been reached and without resolution, there continues to be an unacceptable risk to STDC's private wire network, which is used by its tenants. STDC requires controls in the protective provisions or DCO requirements if no agreement can be reached.</p> <p>4.3 STDC encourages the Applicants to progress this matter as a priority.</p>	<p>4.1- 4.3 The Applicants note STDC's representation. The Applicants consider that the technical discussions on this matter have been concluded with STDC and they are seeking a voluntary agreement to secure the commercial position between the parties.</p> <p>In the event that a voluntary agreement is not reached with STDC, the Applicants studies, that have been shared with STDC, demonstrated that the issue of 66kV parallel paths can be managed via operational procedures and minor modifications to existing apparatus.</p>
<p>Remediation agreement</p> <p>4.4 STDC has prepared and submitted a planning application for a remediation scheme, having obtained Prior Approval for the demolition of buildings within and adjacent to the DCO site. However, no formal contractual agreement is in place between the parties to permit STDC to carry out the remediation works on behalf of the Applicants, which is a precursor to STDC undertaking any such works. STDC encourages the Applicants to progress agreement with it in order to secure these works. A plan of the proposed remediation works (to which Prior Approval relates) at the site is at Appendix 3.</p>	<p>4.4 The commercial agreement for remediation currently sits within the option agreement referred to in paragraph 3.20.</p> <p>As per item 3 in Table 3.1 of the SoCG [REP1-007], on 21 December 2021 a letter between the Applicants and the Mayor on behalf of TVCA was signed to affirm the common commitment of both parties to conclude the Option Agreement and associated documentation in accordance with the principles set out in the letter. This included STDC's obligation to carry out site remediation works and STDC's and the Applicants' respective responsibilities for payment of the cost of those works.</p> <p>The Applicants looked to progress with an alternative agreement with STDC, solely focused on the commercial and remuneration payments for remediation works. During discussions on this that started in 1Q 2022, STDC have not been forthcoming with the required commercial information that would enable the Applicants' to progress with implementing a payment mechanism for remediation.</p>
<p>Interface agreement</p> <p>4.5 South Tees Area Supplementary Planning Document (SPD) is a material planning consideration in the determination of planning applications within Teesworks. A central tenet of the SPD is to develop the area in a way that maximises its regeneration potential through a co-ordinated and coherent approach to delivering infrastructure and business accommodation,</p>	<p>4.5 – 4.6 The Applicants' position is that the protective provisions in the draft DCO (including the proposed updates to include a lift and shift mechanism) will ensure that the Proposed Development is capable of being constructed and operated in tandem with other development across the Teesworks site and is compliant with the policy under the South Tees Area SPD.</p> <p>4.7 – 4.9 The Applicants are in dialogue with STDC and seek a voluntary agreement setting out the arrangements for the Proposed Development to be constructed and operated alongside other projects across the Teesworks</p>

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<p>4.6 The SPD states "...development that has the potential to stymie or prevent further phases of development, or to reduce the market demand for land to be taken up, and / or to adversely affect the ability to provide infrastructure essential to the delivery of later phases of development / occupation, will be resisted."</p> <p>4.7 STDC notes from the D1 SoCG [REP1-007] that the Applicants agree that an integrated programme of construction works is needed. In light of the scale of the Applicants' proposals, and the proposals of STDC in the area, STDC encourages the Applicants to enter into such an agreement with it. To date, STDC has not received any draft agreement relating to the interface between the Applicants and STDC's proposals.</p> <p>4.8 Without such an agreement being in place, there is a risk that STDC's own proposals of major economic importance will be at risk, that STDC (in its remit as a Mayoral Development Corporation) would not fulfil its object of bringing about the more effective use of land (under Section 206 of the 2011 Localism Act), and create conflict with the SPD which seeks to resist development that would stymie further development in the STDC area. As matters stand STDC requires appropriate controls in the draft Order via the protective provisions or requirements to protect STDC's own development programme.</p> <p>4.9 The plan at Appendix 1 identifies the Applicants' proposed Order limits overlaid with the STDC areas subject to outline planning permission for B2 and B8 (business / industrial) uses and offices (totalling over 666,000sqm / 7.1million sqft on these three sites, termed Foundry, Long Acres and Steel House), and the Freeport. STDC hopes that this plan clarifies to the Examining Authority the extent of overlap between the Project and STDC's own development proposals. STDC require the DCO to contain sufficient controls to protect STDC's interests from compulsory acquisition.</p>	<p>site. As discussed in the February 2022 Pre-Consultation meeting, the Applicants and STDC are now pursuing an Interface Agreement that is designed to set out a suite of documents that must be either shared with STDC, consulted upon with STDC, or that would require STDC's approval. A draft will be shared with STDC before Deadline 4.</p> <p>Whilst the Applicants will continue to engage with STDC on the terms of mutually acceptable agreements, the Applicants intend to separately include additional protective provisions in the DCO that will require the undertaker, in addition to requiring STDC's approval of works details across the Teesworks site, to share information with STDC on the scheduling of works and, to the extent that STDC provide information to the undertaker on other development proposals, require that this incorporated into an integrated schedule that is prepared and managed by the undertaker. Further details of these proposals will be included in the draft protective provisions to be included in the DCO submitted at Deadline 4.</p> <p>Together with the terms of the existing protective provisions, and the Applicants' proposals for a new "lift and shift" mechanism in the protective provisions to be included at Deadline 4 in respect of particular concerns expressed by STDC, the Applicants are satisfied that its protective provisions in the DCO are robust and sufficient to avoid the sterilisation of STDC land.</p>
<p>5 DCO comments</p> <p>Schedule 2 Requirements</p> <p>5.1 The Applicants have already agreed to STDC having a consultee role on the following requirements:</p> <p>5.1.1 Requirement no. 11: Surface and foul water drainage</p> <p>5.1.2 Requirement no. 12: Flood risk mitigation</p> <p>5.1.3 Requirement no. 13: Contaminated land and groundwater</p> <p>5.1.4 Requirement no. 16: Construction environmental management plan</p> <p>5.1.5 Requirement no. 18: Construction traffic management plan</p> <p>5.1.6 Requirement no.19: Construction workers travel plan</p> <p>5.1.7 Requirement no. 23: Piling and penetrative foundation design</p> <p>5.1.8 Requirement no. 24: Waste management on site – construction wastes</p> <p>5.2 This responded to STDC's Relevant Representation [RR-035] at paragraph 5.7, which set out a non-exhaustive list of requirements of relevance to STDC. Following further consideration of the impacts of the Project on STDC's interests, STDC now considers that it should have an approval function under these requirements. This</p>	<p>5.2 – 5.4 The Applicants do not consider that STDC's proposal for an approval function in respect of Requirements 3, 4, 7, 8 and 25 is required or appropriate. The Applicants' position is that the approval functions must be retained by Redcar and Cleveland Borough Council and Stockton on Tees Borough Council in their respective capacity as the "relevant planning authority" under Part 8 (Enforcement) of the Planning Act 2008. The Applicants see no reasonable basis for fettering the discretion of the local planning authorities by making their approval function contingent on a corresponding discharge from a third party landowner with significant commercial interests in the Order land. The mechanism for controlling how development comes forward on its land (as it is with all other parties with land or infrastructure interests) must be the protective provisions. As set out above, the Applicants have proposed robust protections that it considers will safeguard STDC's interests, but will continue to engage with STDC to seek to agree mutually acceptable terms.</p> <p>Notwithstanding that the Applicants strongly oppose STDC having an approval function in respect of Requirements, they do nevertheless recognise that STDC has a legitimate interest and concern in ensuring that the information submitted pursuant to the discharge of Requirements complements the wider development proposals across the Teesworks site. For the foregoing reasons and in the spirit of cooperation the Applicants have agreed to STDC being consulted on the Requirements set out at paragraph 5.1 of STDC's WR. The effect of this is that STDC's view must be sought and must then be taken into account by the relevant planning authority when deciding whether to discharge each of those Requirements.</p>

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<p>is considered to be appropriate given the unique statutory status and functions of STDC as a mayoral development corporation.</p> <p>5.3 In addition to the requirements listed above, STDC is also now seeking an approval role over the following:</p> <p>5.3.1 Requirement no. 3 – Detailed design</p> <p>5.3.2 Requirement no. 4 – Landscaping and biodiversity protection management and enhancement</p> <p>5.3.3 Requirement no. 7 – Highway accesses</p> <p>5.3.4 Requirement no. 8 – Means of enclosure</p> <p>5.3.5 Requirement no. 25 – Restoration of land used temporarily for construction</p> <p>5.4 STDC considers that these requirements directly relate to its interests, as each of these areas risks impacting STDC's future development proposals.</p>	
<p>Protective Provisions</p> <p>5.5 STDC considers the protective provisions inadequate in their current form. The Applicants make several references to the protective provisions in their response to STDC's Relevant Representation [REP1-045]. STDC has the following issues:</p> <p>5.5.1 The protective provisions are currently for the benefit of Teesworks Limited, rather than STDC. All STDC entities and any successors must receive the benefit of the protective provisions and it is unclear to STDC why the Applicants are yet to address this.</p> <p>5.5.2 The Applicants have sought to limit the protective provisions to the connection corridors only. This is unacceptable to STDC as its land is impacted by, and risks being sterilised by, a much wider part of the Project. STDC's interests include a major Freeport designation, as well as several major planning developments. The Applicants have failed to account for these aspects in their draft protective provisions.</p> <p>5.5.3 The Applicants are seeking compulsory acquisition powers over STDC land despite the fact that STDC is prepared to enter into voluntary agreements with the Applicants. The Applicants are pursuing a lease arrangement rather than an outright acquisition, as would be authorised by the Order. STDC therefore requires that compulsory acquisition of STDC interests is controlled by STDC, in a reasonable and proportionate manner.</p> <p>5.5.4 STDC is continuing to negotiate the protective provisions with the Applicants, but in the meantime STDC requests that the Examining Authority consider the below wording for insertion in the draft protective provisions. The Applicants have rejected these terms on the basis that they need to be able to rely on compulsory acquisition powers in order to implement the Project. STDC does not believe that this is a reasonable ground for rejecting a proportionate control over compulsory acquisition powers. Only this level of protection secures STDC's interests in its land, and preserves the future of STDC's own developments which will be impacted by compulsory powers.</p> <p>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 appropriate or acquire any interest in land or appropriate, acquire, extinguish or override any easement or other interest of Teesworks Limited (including by temporary possession) otherwise than by agreement.</p>	<p>5.5.1 The Applicants intend to update the protective provisions in order that they will be for the benefit of the relevant STDC entities and this will be included in the DCO submitted at Deadline 4.</p> <p>5.5.2 The Applicants disagree that the protective provisions should apply generally rather than solely in respect of the Work Numbers 2A, 3, 4A, 5, 6, 8, 9 and 10. The location, nature and extent of development within other Work Numbers (at the PCC Site) is well established, and the Applicants do not understand that STDC object to this area nor the works proposed within it. The PCC Site is understood to be consistent with that shown on STDC's plans and diagrams showing the development areas across the Teesworks site. The rationale for inclusion of the protective provisions in respect of the connection corridors and potential risk of land sterilisation does not apply in respect of the other Work Nos so far as they are located within STDC's land interest. Accordingly, the Applicants do not consider that it is necessary or appropriate for STDC to benefit from protective provisions in respect of these elements of the Proposed Development.</p> <p>5.5.3 – 5.3.4 The Examining Authority is directed to the Applicants' response at paragraph 3.1 to 3.4 above.</p>

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<p>Article 2 "permitted preliminary works"</p> <p>5.6 STDC remains concerned with the Applicants' use of "permitted preliminary works". The Applicants should clearly set out the works they will carry out on STDC land prior to discharge of requirements. The Examining Authority will note the wide terminology used by the Applicants, permitting them to carry out far more preliminary works than authorised by the Immingham Open Cycle Gas Turbine Order 2020. The permitted preliminary works are also not attached to specific works as per the Eggborough Gas Fired Generating Station Order 2018. The Applicants should clearly justify why wider powers than granted on other schemes are being sought.</p>	<p>5.6 The Applicants direct the Examining Authority to its response to paragraph 5 of STDC's Relevant Representation as set out in the Applicants' Comments on Relevant Representations [REP1-045]. The list of permitted preliminary works includes some works that are not listed in the Immingham Open Cycle Gas Turbine Order 2020 ("Immingham Order") but is nevertheless prescriptive and comprises minor and required early on-site activities and works such as survey, display of site notices, fencing and preparation of contractors' facilities. The latter specifically excludes earthworks. The Applicants consider that the list of works proposed in the DCO are no different in nature and would have the same neutral or de minimis environmental effect as those works listed in the Immingham Order. If any other works are required, that would require the consent of the planning authority who will need to be satisfied that they do not give rise to new or materially different environmental effects from those assessed in the Environmental Statement. The Applicants require the ability to undertake these activities in advance of discharging some requirements (not all exclude the permitted preliminary works) - the activities will be required in order to provide the information to discharge the requirements and / or are initial construction-related activities which can appropriately commence in advance of discharging relevant requirements. The Eggborough Gas Fired Generating Station Order 2018 ("Eggborough Order") includes a definition of "permitted preliminary works" that is drafted widely to refer to all of the Work Nos in Schedule 1 (Authorised Development) to the Order but within a defined geographic area within the Order Limits. STDC has not provided any rationale for restricting the works to a defined geographic extent with the Order Limits in the NZT DCO. The Applicants would also point out that there is precedent in the Eggborough Order for other "permitted preliminary works" to be carried out subject to approval from the relevant planning authority and only where that would not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement. As the Applicants noted in REP1-045, the concept of permitted preliminary works does not apply in protective provisions and therefore those would, where relevant, apply to those activities.</p>
<p>Article 25 (2) Compulsory acquisition of rights etc.</p> <p>5.7 STDC objects to the Applicants' power to transfer the benefit of the Order to unknown statutory undertakers. If the Applicants know at this stage that they will be transferring the benefit of compulsory acquisition powers to third parties, it is reasonable for STDC to require those parties to be named. Further justification needs to be provided by the Applicants on why this power is necessary and whether it is precedented.</p>	<p>5.7 Article 25 Sub-paragraphs (2), (3) and (5) provide for the exercise of the power by statutory undertakers, with the Applicants' prior written consent, to ensure that those persons are able to benefit from the rights acquired for their benefit. Related drafting in Article 8 (Consent to transfer benefit of Order) provides that the transfer to such persons of the power to acquire rights may be authorised in writing by the undertaker, without the need for the consent of the Secretary of State. This is necessary to facilitate the delivery of the authorised development. New rights may need to be acquired by the relevant statutory undertaker, to enable them to enjoy the benefit of those rights in association with the remainder of their statutory undertaking. Where rights are acquired under the Order for the benefit of such parties, liability for the payment of compensation to the owners of the land which will be burdened by the new rights remains with the Applicants. The Applicants cannot confirm at this stage which (if any) statutory undertakers may require such powers, as this is a matter for detailed design. However it is foreseeable that a transfer of the powers may be required, and in order to ensure that the Applicants can deliver the authorised development they require for this provision to be included in Article 25. The Applicants note that statutory undertakers are entities who have a level of regulatory standing (pursuant to the relevant statutory regime) and typically have their own powers of compulsory acquisition or ability to obtain interests in land and they are therefore entities to whom it is appropriate to have the ability to transfer such powers.</p>
<p>Vertical limits of deviation</p> <p>5.8 STDC notes that the Applicants continue to resist vertical limits of deviation for their utility corridors. The Applicants continue to seek compulsory acquisition powers across a large amount of STDC land. In order to avoid sterilisation of STDC land, particularly land earmarked for future development, STDC requires the Applicants to incorporate vertical limits of deviation into its draft Order. STDC does not consider this to be an onerous or unreasonable requirement, and there is precedent available to the Applicants, such as The Thurrock Flexible Generation Plant Development Consent Order 2022.</p>	<p>5.8 With respect to paragraph 4.11, the Applicants understand that this point was in relation to the long tunnel option for Work No 2A and 6 which has now been removed from the DCO pursuant to the acceptance of the Change Application. The Applicants will engage with STDC to understand their concerns and the ExA will be kept updated on the matter via the SoCG (Document Ref. 8.3).</p>

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<p>6 Environmental and policy related issues</p> <p>Stockpiling of tunnel arisings</p> <p>6.1 STDC has been requesting further detail on the estimated quantities of spoil likely to be produced by the tunnelling works, and their related storage and disposal arrangements. In their response to STDC's Relevant Representation [REP1-045], the Applicants seek to address this.</p> <p>6.2 STDC notes the Applicants' Comments on STDC's Relevant Representations [REP1-045 at page 209] in respect of the stockpiling of spoil from construction activities. It is accepted that the extent of stockpiling will reduce as a result of the removal of the new build tunnel option. However, the Applicants' response is vague and provides no certainty, quantification or details of the amount, location, and duration of stockpiled material and its removal from site or re-use thereon. STDC's remit (Section 206 of the Localism Act 2011) is to facilitate the effective use of land. Without clarity on this matter, STDC remains concerned as to the Project's effective use of land and for it to ensure that land is not stymied from other economic development uses.</p>	<p>6.1 -6.2 Stockpiles of daily arisings will be required at the launch points of trenchless crossings (i.e. within the northern part of the PCC site and along the northern bank of the Dabholm Gut, the latter being outside the Teesworks site). The rate of HDD or micro-tunnel boring will be such that the daily removal of arisings by HGV will be able to keep pace with daily production and stockpiles will consequentially be small. There will be no stockpiling on temporary land (Work No. 9) which is to be developed by STDC for other economic development uses.</p>
<p>Construction traffic assessment</p> <p>6.3 As set out in STDC's relevant representation [RR-035] at para 6.12, "There is no rationale for limiting HGV construction traffic to access / egress Teesworks via Tees Dock Road. There is no assessment of alternative access opportunities including an obvious alternative to Tees Dock Road: that being the use of the northern-most point of access into Teesworks at the main roundabout access from the Trunk Road (the 'Steel House roundabout access')." STDC notes the Applicants' response [REP1-045 page 217] that it is examining the alternative of HGVs accessing the site via the Lackenby Gatehouse entrance off the A1085 Trunk Road. STDC welcomes this. It is an additional point of entry to Teesworks that is in the control of STDC and can be made available for HGV / construction vehicles associated with the Project. A plan of that route from Lackenby Gatehouse is enclosed at Appendix 2.</p> <p>6.4 In the Applicant's assessment of traffic impacts arising from the Scheme's construction activities, there is no evidence of a severe impact on the highway network without mitigation being secured by way of access/egress from Tees Dock Road (plots 274 and 279). There is therefore no requirement for this access/egress to be made available and committed to being used through any Construction Traffic Management Plan (to be submitted in order to satisfy draft Requirement 18).</p> <p>6.5 The Applicants' transport impact assessment should reassess impacts during the construction phase with scenario tests being undertaken that assume access/egress for HGVs from Lackenby Gatehouse and Steel House roundabout. As it stands, there is no evidential requirement for HGVs to be routed through the Tees Dock Road access, given availability of alternative points of access/egress from the public highway. It is, therefore, not necessary to acquire rights over 274 and 279 when alternatives exist.</p> <p>6.6 STDC understand that the access route via Lackenby Gatehouse is now acceptable to the Applicants and so the relevant plots for the Tees Dock Road access can be removed from the scope of the draft Order, and replaced with the Lackenby Gatehouse access. As noted above, STDC now expect to see amendments to the draft Order and plans to reflect the removal of this access.</p> <p>6.7 The Applicants also are required to update their Transport Impact Assessments to account for the reasonable alternative for traffic identified by STDC.</p> <p>6.8 As set out in STDC's relevant representation [RR-035] at para 6.15, STDC requires Chapter 16 to the Environmental Statement (ES) [APP-098] to be reviewed and updated to ensure that the correct number of vehicle</p>	<p>6.3 – 6.5 As referenced by STDC, the Applicants have now concluded a sensitivity study for an alternative access route via the Lackenby Gatehouse. This has been summarised in the technical note Sensitivity Test Construction Traffic Modelling (Document Ref. 9.13) submitted at Deadline 3.</p> <p>Refer to paragraph 3.9-3.12 above. The Applicants' position remains that the alternative Lackenby Gatehouse route is acceptable in principle but must be secured via a legally binding agreement. With regards to Steel House gate, the Applicants' position (informed by discussions with STDC) is that segregation between HGVs and other vehicles needs to be maintained in the event the Tees Dock Road access is not used and therefore the Lackenby Gatehouse is the preferred alternative route for HGVs (if available and secured).</p> <p>6.6 Refer to paragraph 3.9-3.12 above.</p> <p>6.7-6.8 The Applicants would clarify that STDC have been kept updated of forecast traffic numbers for the Proposed Development by the Applicants. The Applicants confirmed a requirement for 1,200 parking spaces (at the peak of construction) to STDC on 26 May 2022 (via an email between solicitors). This was a further update to information provided previously to STDC in technical discussions. The updated number forms part of the negotiations on a voluntary agreement for the park and ride. The updated forecast of 1200 movements has also been assessed and the results have been summarised in the technical note Sensitivity Test Construction Traffic Modelling (Document Ref. 9.13) submitted at Deadline 3.</p>

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movements is reflected. STDC understand the actual number of movements is closer to 1,500, as per the number of parking spaces required for park and ride.	