



T: [REDACTED]  
E: enquiries@fgplimited.co.uk



11th July 2022

Our Ref: KCP/

Planning Inspectorate  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Your Ref:

Dear Sirs

**REPRESENTATION FOR THE APPLICATION FOR DEVELOPMENT CONSENT BY NET ZERO TEESIDE POWER LIMITED “NZE POWER” AND NET ZERO NORTH SEA STORAGE LIMITED “NZE STORAGE” FOR THE NET ZERO TEESIDE PROJECT – APPLICATION NUMBER EN010103**

**REGISTRATION IDENTIFICATION NUMBER:- 20029931**

**COMPULSORY PURCHASE HEARING – 13<sup>TH</sup> MAY 2022**

We act as agents and surveyors for NPL Waste Management Limited, who are affected by the above referred to Development Consent Order (“DCO”) Application and write with reference to our letter to you dated 9<sup>th</sup> May 2022.

We reconfirm that NPL Waste Management Limited have been approached by the Net Zero Teeside Project (“DCO Applicant”) to complete an Option Agreement to Lay a Pipeline across their land, attaching the Pipeline to an existing pipebridge in Plot 4 and affect their mineral rights over Plots 1, 3, 4, 5, 6, 8, 10, 12, 14, 15, 16, 17 and 18. The DCO Applicants are seeking as part of the DCO, to exercise their rights permanently within the area coloured in blue on the attached plan, where the CO2 gathering Pipeline is proposed to be attached to the existing pipebridge, which is within the Order Land and to be granted compulsory purchase rights for the same.

NPL Waste Management Limited object to the above referred to application affecting their property for the following reasons and would like the Planning Inspectorate to take these points into consideration when deciding whether to award compulsory purchase rights to the DCO Applicant and would appreciate the Planning Inspectorate’s due consideration to these points.





1. Plot 4 – New Rights to be Compulsorily Acquired

NPL Waste Management Limited own mine shafts and workings within this Plot, for which they are required statutorily (under the Mines Regulations 2014) to inspect and maintain and if required undertake maintenance works at any time. In order to comply with their statutory duties, it is necessary for NPL Waste Management Limited to be able to have unrestricted and unobstructed use of the area coloured in yellow on the attached plan at any time.

For the above referred to reason, it is essential that the Planning Inspectorate do not grant exclusive permanent rights compulsorily over the area coloured in yellow on the attached plan for the benefit of the DCO Applicant, unless the rights of NPL Waste Management Limited take precedent over these rights.

2. Plots 1, 3, 4, 5, 6, 8, 10, 12, 14, 15, 16, 17, 18 – Mines and Mineral Rights owned by NPL Waste Management Limited

NPL Waste Management Limited own rights to win and work the minerals in Plots 1, 3, 4, 5, 6, 8, 10, 12, 14, 15, 16, 17, 18. If the DCO Applicant is awarded compulsory rights to extinguish those rights within the above referred to Plots, NPL Waste Management Limited will no longer be able to win and work them not only within the designated Plots but also on land outside of the Plots.

The DCO Applicant has confirmed to NPL Waste Management Limited that the above referred to rights that they are seeking are not actually required for the Project, but refuse to deal with them properly in the Book of Reference and Statement of Reasons.

We see no reason therefore why the Planning Inspectorate cannot specifically exclude affecting the mines and minerals in Plots 1, 3, 4, 5, 6, 8, 10, 12, 14, 15, 16, 17 and 18 and confirm that they are not to be compulsorily acquired at all.

3. Contamination

NPL Waste Management Limited have been in discussion with the DCO Applicant regarding the proposed works in Plot 4. The DCO Applicant is refusing to remove any contamination found by the DCO Applicant whilst undertaking its' proposed operations within the curtilage of the property of NPL Waste Management Limited. NPL Waste Management Limited consider that should the DCO Applicant unearth contaminated materials as part of their works and/or affect other parts of the NPL Waste Management Limited ownership, they should remove them.





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4. Financial Ability

A further explanation as to who the DCO Applicant is and their financial capability to pay compensation and remove the apparatus at the end of the term is required. In addition, sight of the allowance made in the Funding Statement for compensation for compulsory rights to NPL Waste Management Limited would be helpful.

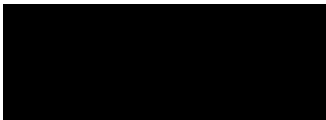
Until the above referred to matters are clarified and addressed to the satisfaction of NPL Waste Management Limited, NPL Waste Management Limited hereby reconfirm their objection to the Net Zero Teeside Project and Development Consent Order Application and the grant of compulsory rights over their property and rights.

I would ask you to please note that the DCO Applicants have written to my clients and offered protective provisions but they are deficient in addressing the matters referred to above.

NPL Waste Management Limited hope that the Planning Inspectorate are able to address the above referred to points in order to ensure that NPL Waste Management Limited's interests are protected.

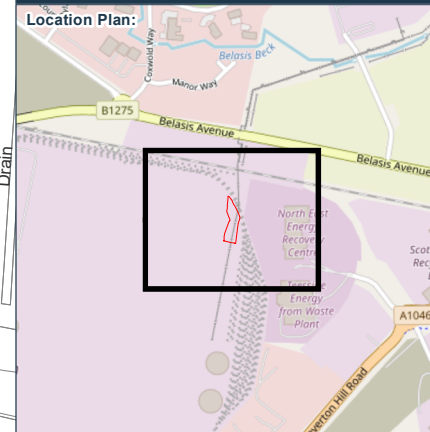
In the meantime, I attach a marked up Statement of Common Ground dated 11<sup>th</sup> July 2022.

Yours sincerely  
for Fisher German Priestner Limited



Miss K Claire Priestner BSc(Hons) MRICS FAAV  
Managing Director





- Key:**
- Site Boundary
  - Indicative CO2 Pipeline
  - Land Take - Rights
  - Land Take - Temporary

Site Boundary Area: 2.96 ac  
 CO2 Pipeline: 218.46m  
 Alternative CO2 Pipeline: N/A  
 Gas Pipeline: N/A  
 Land Take - Rights: 0.33 ac  
 Land Take - Temporary: 0.37 ac

Coordinate System: British National Grid  
 Projection: Transverse Mercator  
 Datum: OSGB 1936

**Grantor:**  
 NPL Waste Management Limited

**Coords:** 447,802 522,715

**Scheme Name:**  
 BPE001 - NetZero Teesside

**Drawing Name:**  
 Heads of Terms Plan

**Drawing No:** 204482\_PLN\_HOT\_74.1

Rev	Date	Description
-	27.04.2022	First Issue

<b>Drawn:</b>	AL
<b>Approved:</b>	JP/HP
<b>Sheet No:</b>	1 of 1
<b>Sheet Size:</b>	A3



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Drawing Location: C:\Users\andrew.lambel\Dalcour Maclaren\NetZero Teesside - Geomatics\02 Working Data\2\_HoT\_Plans\2022-02-22 - Full Set Refresh (Master)\20220222\_204482\_PLN\_HOT\_74.1\_NPL\_Waste.mxd



# Net Zero Teesside Project

Planning Inspectorate Reference: EN010103

Land lying to the south of Belasis Avenue, Billingham

The Net Zero Teesside Order

Document Reference: 8.23 – Statement of Common Ground with NPL Waste Management Limited



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

Date: ~~May~~ July 2022

**DOCUMENT HISTORY**

<b>Document Ref</b>	8.23		
<b>Revision</b>	<del>2</del> .0		
<b>Author</b>	Joshua Peat MRICS FAAV, Dalcour Maclaren		
<b>Signed</b>		<b>Date</b>	<u>July 2022</u>
<b>Approved By</b>			
<b>Signed</b>		<b>Date</b>	
<b>Document Owner</b>			

**GLOSSARY**

<b>Abbreviation</b>	<b>Description</b>
Applicants	Together NZT Power and NZNS Storage
Application (or DCO Application)	The application for a DCO made to the SoS under Section 37 of PA 2008 in respect of the Proposed Development, required pursuant to Section 31 of the PA 2008 because the Proposed Development is a NSIP under Section 14(1)(a) and Section 15 of PA 2008 by virtue of being an onshore generating station in England or Wales of electrical capacity of more than 50 megawatts, and which does not generate electricity from wind, and by the Section 35 Direction
<del>Associated Development</del>	<del>Defined under S.115(2) of PA 2008 as development which is associated with the principal development and that has a direct relationship with it. Associated development should either support the construction or operation of the principal development or help address its impacts. It should not be an aim in itself but should be subordinate to the principal development</del>
<del>BEIS</del>	<del>Department for Business, Energy, and Industrial Strategy</del>
<del>CCP</del>	<del>Carbon capture plant</del>
<del>CCGT</del>	<del>Combined cycle gas turbine</del>
<del>CCUS</del>	<del>Carbon capture usage and storage</del>
DCO	A Development Consent Order made by the relevant Secretary of State pursuant to the PA 2008 to authorise a NSIP. A DCO can incorporate or remove the need for a range of consents which would otherwise be required for a development. A DCO can also include powers of compulsory acquisition

<del>Electricity Generating Station (or CCGT / Low Carbon Electricity Generating Station)</del>	<del>A new electricity generating station fuelled by natural gas and with a gross output capacity of up to 860 megawatts</del>
Land Plans	The plans showing the land that is required for the Proposed Development, and the land over which interests or rights in land are sought as part of the Order
NSIP	Nationally Significant Infrastructure Project that must be authorised by the making of a DCO under PA 2008
NZT Power	Net Zero Teesside Power Limited
NZNS Storage	Net Zero North Sea Storage Limited
NZT	Net Zero Teesside - the name of the Proposed Development.
Order	The Net Zero Teesside Order, being the DCO that would be made by the Secretary of State authorising the Proposed Development, a draft of which has been submitted as part of the Application
<del>Order Land</del>	<del>The land which is required for, or is required to facilitate, or is incidental to, or is affected by, the Proposed Development and over which powers of compulsory acquisition are sought in the Order</del>
Order Limits	The limits of the land to which the Application relates and shown on the Land Plans and Works Plans within which the Proposed Development must be carried out and which is required for its construction and operation
PA 2008	The Planning Act 2008 which is the legislation in relation to applications for NSIPs, including preapplication consultation and publicity, the examination of applications and decision making by the <a href="#">Secretary of State</a>
Proposed Development (or Project)	The development to which the Application relates and which requires a DCO, and as set out in Schedule 1 to the Order
<del>Site (or Proposed Development Site)</del>	<del>The land corresponding to the Order Limits which is required for the construction and operation of the Proposed Development</del>
SoCG	Statement of Common Ground
Requirements	The 'requirements' at Schedule 2 to the Order that, amongst other matters, are intended to control the final details of the Proposed Development as to be constructed and to control

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	its operation, amongst other matters to ensure that it accords with the EIA and does not result in unacceptable impacts
Section 35 Direction	The direction under section 35 of the PA 2008 dated 17 January 2020 from the SoS that the Specified Elements together with any matters/development associated with them should be treated as development for which development consent under the PA 2008 is required
SoS	The Secretary of State - the decision maker for DCO applications and head of Government department. In this case the SoS for the Department for Business, Energy, and Industrial Strategy
Specified Elements	Those elements of the Proposed Development that, by virtue of the Section 35 Direction, are to be treated as development for which development consent under the PA 2008 is required being: the CO2 gathering network, including the CO2 pipeline connections from the proposed CCGT Electricity Generating Station and industrial facilities on Teesside to transport the captured CO2 (including the connections under the tidal River Tees), a high pressure carbon dioxide compressor station to receive captured CO2 from the CO2 gathering network, and a section of the CO2 transport pipeline for the onward transport of the captured CO2 to a suitable offshore geological storage site
Work No.	Work number, a component of the Proposed Development, described at Schedule 1 to the Order
Works Plans	Plans showing the numbered works referred to at Schedule 1 to the Order and which together make up the Proposed Development

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## 1.0 INTRODUCTION

### 1.1 Overview

1.1.1 This Statement of Common Ground (Document Ref. 8.23) has been prepared by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (the 'Applicants') [and BP Exploration Operating Company Limited](#) in conjunction with NPL Waste Management Limited in respect of the Net Zero Teesside Project (the 'Proposed Development').

1.1.2 The SoCG sets out the matters of agreement between the Applicants, [BP Exploration Operating Company Limited](#) and NPL Waste Management Limited and also explains those matters which, at the time of writing, remain unresolved between the parties.

1.1.3 The agreements to date have been reached through consultation and continuing discussions between the parties, including interface meetings ~~and regular face to face discussions.~~

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- this is not regular

### 1.2 NPL Waste Management Limited Interests

1.2.1 Freehold interest in land lying to the south of Belasis Avenue and west of Haverton Hill, Billingham [and mineral rights at Billingham \(registered at Land Registry under title numbers CE188479, CE187993 and CE187994\).](#)

### 1.3 The Purpose and Structure of this Document

1.3.1 The purpose of this document is to summarise the agreements reached between the parties on matters relevant to the ~~e~~Examination of the Application and to assist the Examining Authority ('ExA'). It also explains the matters which remain unresolved at the time of writing, but which both parties are working positively toward resolving. As such, it is expected that further iterations of the SoCG will be submitted to the ExA throughout the Examination and prior to the making of any Development Consent Order ('DCO') for the Proposed Development.

1.3.2 The SoCG has been prepared with regard to the guidance in 'Planning Act 2008: examination of application for development consent' (Department for Communities and Local Government, March 2015).

1.3.3 The SoCG is structured as follows:

- Section 2 – sets out consultation and related discussions held between the Applicants and NPL Waste Management Limited.
- Section 3 – sets out the matters discussed and agreed to date.
- Section 4 – sets out matters to be agreed and the proposed way forward.

## 2.0 SUMMARY OF CONSULTATION AND DISCUSSIONS

### 2.1 Overview

2.1.1 This section provides a summary of how the Applicants have consulted NPL Waste Management Limited on the Proposed Development and also sets out the discussions that have taken place between the parties.

### 2.2 Consultation

2.2.1 **Table 2.1** (below) provides a summary of how the Applicants have consulted NPL Waste Management Limited and how NPL Waste Management Limited have responded to that consultation.

**Table 2.1: Summary of Consultation**

Consultation Stage/Date	NPL Waste Management Limited Response
Stage 1 Consultation (non-statutory) – 2 <sup>nd</sup> October to 19 <sup>th</sup> November 2019	No response
Stage 2 Consultation (statutory) – 7 <sup>th</sup> July to 18 <sup>th</sup> September 2020	No response
Section 42 Update Consultation – 7 <sup>th</sup> December 2020 to 25 <sup>th</sup> January 2021 (further targeted consultations held 12 <sup>th</sup> February to 16 <sup>th</sup> March 2021 & 26 <sup>th</sup> March to 3 <sup>rd</sup> May 2021)	Raised questions on the intention and scope of the Proposed Development directly with the Applicants. <a href="#">17<sup>th</sup> December 2021 – Letter of Objection sent by NPL to SoS.</a>
Consultation on proposed changes to DCO Application – 10 <sup>th</sup> March to 14 <sup>th</sup> April 2022	No response
	<a href="#">9<sup>th</sup> and 30<sup>th</sup> May 2022 – Letters of Objection sent by NPL to the SoS.</a>

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### 2.3 Discussions

2.3.1 A summary of the discussions that have taken place between the parties is set out in the table below. Where appropriate, email follow-up has taken place to provide each party with information to support the progression of discussions.

**Table 2.2: Summary of Discussions**

Meeting Date	Meeting Type	Topics Discussed
January 2021	Introduction	General Project Background and Introductions
September 2021	Teams Meeting	Dalcour Maclaren ( <a href="#">Agent for the Applicants</a> ) and Fisher German Priestner ( <a href="#">Agent for NPL</a> ) – Heads of Terms negotiations.
<del>March 2022</del>	<del>Phone call</del>	<del>Dalcour Maclaren and Fisher German Priestner – Heads of terms discussions.</del>

Commented [CP4]: Please advise when this was held.

April 2022	Correspondence	Calls and emails between the parties regarding the terms.
May 2022	Teams Meeting	General project update prior to Examination and negotiation of Heads of Terms.
<u>June 2022</u>	<u>Email Correspondence</u>	<u>Exchange of emails and updated heads of terms following recent meetings.</u>

Commented [CP5]: We have not held any meetings ?

### 3.0 MATTERS AGREED

#### 3.1 Overview

This section sets out the matters agreed between the parties

#### 3.2 Easement Consideration

3.2.1 The easement consideration has been agreed as part of the voluntary agreement between The Applicants and NPL Waste Management Limited.

#### 3.3 Option Fee

3.3.1 The Option Fee has been agreed as part of the voluntary agreement between The Applicants and NPL Waste Management Limited

#### 3.4 Exercise of Compulsory Acquisition Rights

~~3.4.1 The Applicants note NPL's concerns relating to the acquisition of rights, in particular NPL's mineral rights. The Proposed Development will be carried out so as not to interact with NPL's underground mining activities.~~

The Applicants will not exercise rights over NPL's mineral interests through compulsory acquisition powers. ~~An updated Book of Reference (Document Ref 3.1) has been submitted at Deadline 4 which excludes these interests, using similar wording to that used for Crown interests.~~

~~The Applicants consider that this can be achieved by an amendment to the Draft DCO.~~

#### 3.5 Order Limits and Option Plan

3.5.1 The Applicants and NPL Waste Management Limited agree the extent of the Order Limits and extent of the temporary and permanent land as shown on the Land Plans [AS-146].

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**Commented [CP6]:** We are concerned with regard to all rights proposed to be acquired.

**Commented [CP7]:** The Applicant has confirmed that they will not exercise any compulsory powers over any of NPL's interests

**Commented [CP8]:** We are not agreeable to this wording in the Book of Reference and it would have been helpful to have asked our opinion first - the wording should state that the New Rights do not include any mines and mineral interests in that Plot - please update the Book of Reference accordingly

**Commented [CP9]:** What is this ?

## 4.0 MATTERS TO BE AGREED

### 4.1 Overview

4.1.1 This section sets out matters to be agreed between the parties and the proposed way forward

### 4.2 Voluntary Agreement

4.2.1 The Applicants and NPL Waste Management Limited are negotiating Heads of Terms for an Option Agreement and Easement for the installation and operation of apparatus required for the Proposed Development. A number of clauses remain unagreed and the parties are working together in order to agree the outstanding terms. Some of these points are detailed below in Clauses 4.3, 4.4, 4.5, 4.6 and 4.7.

### 4.3 Mineral Rights

4.3.1 The mineral rights include (without limitation) the mines and minerals registered at the Land Registry under title numbers CE187994 and CE187993

4.3.2 The Applicants note NPL's objection relating to the acquisition of NPL's mineral rights.

4.3.3 The Applicants will not exercise rights over NPL's mineral interests through compulsory acquisition powers.

4.3.4 NPL therefore require for the Book of Reference:-

4.3.5 To exclude the mines and minerals interest where another freehold title is referenced;

4.3.6 and where only the mines and mineral interest is referenced detail that rights over the mines and minerals interest are not being acquired.

### 4.4 Contaminated Land

4.4.1 NPL require for the Applicants to confirm that the Applicants will be liable for all contamination caused not only over the Construction and Maintenance Area but also the remainder of NPL's property, which could be affected.

4.4.2 NPL require for the Applicants to be responsible for contaminated material that the Applicants have excavated as part of the works/their rights and to dispose of the same and/or remediate if possible.

4.4.3 NPL require for the standard of remediation to be to remediate such contamination so that the land can be used as its' current use as commercial/industrial.

4.4.4 NPL specifically require the following commitment and for the Applicants to be responsible for the following.

4.4.5 contamination first present at in on under NPL's property by reason of any act omission of the Applicants or anyone expressly or by implication authorised by them;

4.4.6 any aggravation, exacerbation, migration or disturbance of any contamination at NPL's property (whether or not such contamination is pre-existing/historic) that is

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caused by the Applicants' works or any other act or omission of the Applicants or anyone expressly or by implication authorised by them, but only to the extent so aggravated, exacerbated, migrated or disturbed.

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#### 4.5 Indemnities and Insurance

4.5.1 NPL require for the Applicants to confirm a standard market rate index linked for each and every claim for an indemnity excluding death or personal injury, which has not been forthcoming.

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4.5.2 No cover of Insurance has been offered by the Applicants per annum index linked and for each and every claim and only an aggregate for a 60 year term; a rate per annum index linked for each and every claim is required as standard, particularly in case of accident/injury.

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#### 4.6 Financial Ability

4.6.1 NPL have raised a concern that the Applicants are not in funds to be able to make financial payments to NPL and have requested that both the Applicants and SoS confirm the funds available to make payment of compensation to NPL.

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#### 4.34.7 Protective provisions

4.7.1 Parties are negotiating protective provisions, however they are not yet agreed, as heads of terms have not yet been agreed to ensure that the two documents mirror each other.

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4.3.1

#### 4.4 Contaminated Land

~~NPL Waste Management Limited has raised concerns in relation to contamination. The Applicants have included provisions within the updated Heads of Terms to be included in any voluntary option agreement addressing these matters. At the time of writing the Applicants are yet to receive a response and the matter is not yet agreed.~~

#### ~~Insurance provisions~~

4.4.1 ~~4.5.1 a At the time of writing insurance and indemnity provisions are being discussed between NPL and the applicant, they are not yet agreed but the applicant has issued a full updated clause.~~