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: 9.42 Applicants' Comments on Deadline 9 Submissions and Additional Submissions

Planning Act 2008

Applicants: Net Zero Teesside Power Limited (NZT 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

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1.0 INTRODUCTION

1.1 Overview

1.1.1 This document, 'Applicant's Comments on Deadline 9 Submissions and Additional Submissions' (Document Ref. 9.42) 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 CO_2 from a new the gas-fired power station in addition to a cluster of local industries on Teesside and transporting it via a CO_2 transport pipeline to the Endurance saline aquifer under the North Sea. The Proposed Development will initially capture and transport up to 4Mt of CO_2 per annum, although the CO_2 transport pipeline has the capacity to accommodate up to 10Mt of CO_2 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 CO_2 gathering network (including connections under the tidal River Tees) to collect and transport the captured CO_2 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 **'CO_2 Gathering Network Corridor'**);
- **Work No. 7** – a high-pressure CO_2 compressor station to receive and compress the captured CO_2 from the Low Carbon Electricity Generating Station and the CO_2

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

- **Work No. 8** – a dense phase CO_2 export pipeline for the onward transport of the captured and compressed CO_2 to the Endurance saline aquifer under the North Sea (the **'CO_2 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 CO_2 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 CO_2 export pipeline will also start in this location before heading offshore. The generating station connections and the CO_2 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 The purpose of this document is to summarise the Applicants' comments on the submissions made by Interested Parties at Deadline 9 (6 October 2022). The document also includes comments on Additional Submissions accepted by the Examining Authority after Deadline 9. The document is structured to provide comments on the following Interested Parties' Deadline 9 submissions:

- Section 2 – Anglo American
- Section 3 – ClientEarth
- Section 4 – Environment Agency
- Section 5 – Historic England
- Section 6 – Marine Management Organisation
- Section 7 – Natural England
- Section 8 – North Tees Group
- Section 9 – Orsted Hornsea Project Four Limited
- Section 10 – Redcar Bulk Terminal Limited
- Section 11 – Sembcorp
- Section 12 – Teesside Gas & Liquids Processing and Teesside Gas Processing Plant Limited

2.0 ANGLO AMERICAN ("AA")

2.1.1 The Deadline 9 submission by AA [REP9-024] includes an update on progress and comments on the Applicants' Deadline 8 submissions.

2.2 Applicants' Response

2.2.1 The Applicants welcome AA's comments and agree with the summary of progress. As stated by AA, the Applicants progress update included in the CA Schedule [REP9-022] outlines the next steps for both parties.

3.0 CLIENTEARTH

3.1.1 The Deadline 9 submission by ClientEarth [REP9-025] includes a response to the ExA's request for further information under Rule 17 of Examination Rules

3.2 Applicants' Response

3.2.1 The Applicants' position is that no changes are required to the drafting in the DCO in order to secure a capture rate or to make the drafting consistent with the draft Keadby 3 DCO.

3.2.2 The Examining Authority is directed to the Applicants' Written Summary of Oral Submission for ISH5 (DCO) [Document Reference 9.43] where it addressed ClientEarth's submissions in detail.

4.0 ENVIRONMENT AGENCY ("EA")

4.1.1 The Deadline 9 submission by the EA [REP9-027] includes comments on the Applicants' Deadline 8 submissions.

4.2 Applicants' Response

4.2.1 Deadline 8 Submission - 9.35 – Applicants' Comments on Deadline 7 Submissions [REP8-049]. The Applicants note the Environment Agency's comments on Requirement 13 and that the Environment Agency has subsequently agreed revised wording of this requirement which is to be included in the draft Development Consent Order to be submitted at Deadline 12. The Applicants also note the Environment Agency's agreement that as there is no intention to re-use slag materials outside the Teesworks area, no additional testing of slag as outlined in paragraph 2.1.2 in ISH 4 Action 9 Contaminated Land Timeline [REP6-124] is required.

4.2.2 Deadline 8 Submission – 6.3.43 – ES Vol II Figure 10-17 Bedrock Aquifer [REP8-027]. The Applicants note the Environment Agency's comment but disagree that one of the aquifer designations is missing from the drawing.

4.2.3 Requests for further information: Question to the EA, the Applicants and ClientEarth regarding the scope of the environmental permit(s) with particular regard to securing carbon capture. The Applicants note and agree with the EA's responses to the Question. They broadly match and support the Applicants' position.

5.0 HISTORIC ENGLAND

5.1.1 The Deadline 9 submission by Historic England [REP9-028] includes responses to the ExA's Second Written Questions.

5.2 Applicants' Response

5.2.1 The Applicant notes the responses made in relation to HE 2.1, HE 2.2 and parts (i) and (ii) of HE 2.3.

5.2.2 In relation to part (iii) of question HE 2.3, the Outline Offshore Written Scheme of Investigation (WSI) has been prepared. This is an update of Appendix B (WSI for Marine Archaeology) to Document Ref. 9.18 Further Information Regarding Applicants' Responses to Historic Environment First Written Questions previously submitted at Deadline 4 [REP4-028] taking on board comments in the HE Deadline 9 submission:

- The comment made regarding further borehole/vibro-core composition has been included in Section A.2 Scope of work of the updated WSI, along with a requirement to consult with the archaeological contractor to confirm the geotechnical contractor's specification for the marine geotechnical survey.
- Further explanation has been provided in Section A.3 Methodology of the updated WSI regarding the requirement for a site specific Written Scheme of Investigation (WSI) and requires that methodologies set out in the site specific WSI will be agreed with Historic England and approved by the MMO.
- The monitoring and progress reports section has been updated to reference the detailed programme for the monitoring of the marine archaeological works, progress reporting and for the submission of deliverables, as detailed in Section A4 of the WSI.

5.2.3 The updated Outline Offshore WSI has been provided as Appendix 1 of this document.

6.0 MARINE MANAGEMENT ORGANISATION ("MMO")

6.1.1 The Deadline 9 submission by the MMO [REP9-029] includes comments on the Applicants' Deadline 8 submissions.

6.2 Applicants' Response

6.2.1 The Applicants have prepared responses to address each of the D9 comments from the MMO. A copy of the table sent to the MMO is below. This was sent to the MMO on 25 October 2022, along with an updated version of the deemed marine licences that the Applicants intend to submit as part of the finalised DCO at Deadline 12.

6.2.2 The Applicants await a response from the MMO. As the Applicants have accepted most of the MMO's suggested changes to the DMLs, and explained how the residual matters have been addressed by existing drafting in the DMLs, the Applicants are hopeful that confirmation can be obtained from the MMO that all matters have been resolved and the DMLs are agreed.

6.2.3 The Applicants also sent to the MMO updated drafting for condition 23 (UXO clearance) on 17th October and again on 25th October. The proposed final drafting has been included in the Applicants Written Summary of Oral Hearing ISH5 at Agenda Item 5 (Document Ref 9.43). The amendments now require the clearance methodology to be submitted based on UXO and magnetic anomalies actually identified and for Natural England to be consulted on the details submitted, as requested by the MMO at Deadline 8 [REP8-055] and committed to by the Applicants at Deadline 9 [REP9-018]. This was sent to the MMO on 17th October and their response is awaited.

MMO D9 comment	Applicant's response
Part 1 (1) – The MMO are not sure why the definition for "condition" has been removed as this wording is still used within the DML. It is requested that this is inserted back in.	The Applicants do not consider this definition was necessary given there is Part 2 (formerly Part 3) which is defined as the licence conditions. Nevertheless the Applicants are content with reinstating the definition as follows: "means a condition under Part 2 of this licence".
Part 1 (1) – The MMO are not sure why the definition for "disposal" has been removed as this wording is still used within the DML. It is requested that this is inserted back in.	The Applicants did not consider this definition was necessary given there is a description of the disposal works under the meaning of "licensed activities" at Part 1, paragraph 2(2). Nevertheless the Applicants are content with reinstating the previous definition if that removes any ambiguity. "disposal" means the deposit of dredged material at a disposal site carrying reference TY160 – "Tees Bay A" or TY150 – "Tees Bay C";

Part 1 (1) – The MMO are not sure why the definition for "order limits" has been removed as this wording is still used within the DML. It is requested that this is inserted back in.	The Applicants will insert the following: "Order limits" has the same meaning as in article 2(1) (Interpretation) of the Order.". That approach aligns with Article 2(2) of the Order which states: The definitions in paragraph (1) do not apply to the deemed marine licences except where expressly provided for in the deemed marine licences.
Part 1 (1) – The MMO are not sure why the definition for "licensable marine activities" has been removed as this wording is still used within the DML. It is noted that 'licensed activities' is included as a definition. It is recommended that either one of the two terms is chosen and used throughout for consistency.	The Applicants will replace references to "licensed marine activities" with "licensed activities". The Applicants agree both are not required.
Part 1 (4) – It is recommended a definition for "disposal site" is included within the definitions of Part 1(1)	The Applicants will include the following definition: "disposal site" means the disposal sites carrying reference TY160 – "Tees Bay A" or TY150 – "Tees Bay C";
Part 2 (11)(3)(b) – The MMO recommend a definition is included under Part 1 (1) for "dredge arisings".	The Applicants will include the following definition: "dredge arising" means inert material of natural origin, produced during dredging. The term "dredge arising" relates to disposal activities, and Condition 26 already restricts "dredging arisings" to the inert material of natural origin, produced during dredging. The definition above will be included to ensure clarity and consistency.
Part 2 (11)(3)(c) – The MMO recommend a definition is included under Part 1 for "deposit".	11(3)(c) states "deposit of dredge arisings". The definition of "dredge arisings" already clarifies what may be deposited. A separate definition of "deposit" would be circular and serve the same purpose. Accordingly the Applicants do not propose to include this definition.

Part 2 (11)(6) – The MMO note that the requirement to provide a copy of the notification to the MMO within 24 hours has been removed and request that this is inserted back in.	The Applicants accept this change and will reinstate that a copy of the notice to the MMO Licensing Team within 24 hours of the issue of the notice of commencement to the MMO Local Enforcement Officer.
Part 2 (11)(7)(b) – The MMO note the amendment to the wording, however, the change from 'marine activities' to 'offshore activities' can be subject to interpretation, and recommend this is included as a definition under Part 1. This should include whether "offshore activities" includes the detonation of Unexploded Ordnances.	The Applicants will update paragraph 11(7)(b) as follows: The relevant undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised development or relevant part— a) at least fourteen days prior to the commencement of ~~offshore activities~~ the authorised development, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and b) on completion of construction of ~~all offshore activities~~ the authorised development. The purpose of this provision is to notify Kingfisher Information Service of Seafish before construction activities in connection with Work Numbers in the marine environment (WN5, 6 and 8) start and when those construction activities have been completed. The use of "authorised development" is defined as "Work No. 5A, Work No. 5B and Work No. 8 described in paragraph 2 of this Part 1 or any part of those works". "authorised development" is therefore the appropriate terminology in 11(7)(b). With respect to UXO, the term "offshore activities" has been deleted and no longer applies. As set out above, this provision relates to commencement and completion of Work Numbers rather than specific licensed activities that may form part of those Work Numbers, and therefore UXO should not be referenced in this context. However, the condition already requires

	that details of vessel routes, timing and locations of the construction of the authorised development or any "part" of the authorised development. That would need to include such details where UXO clearance is required during the construction phase.
Part 2 (11)(7)(b) – The MMO is unsure why the wording "as soon as reasonably practicable and no later than 24 hours after" has been removed, as this is standard wording for this condition. The condition now no longer includes any deadline for when this information needs to be submitted to the Kingfisher Information Service of Seafish. It is requested that this is inserted back in.	The Applicants accept this change and will reinstate the drafting that the Kingfisher Information Service of Seafish must be notified of completion of the "authorised development" as soon as reasonably practicable and no later than 24 hours after completion of construction of all of the authorised development.
Part 2 (11)(8) - Previously this condition included the requirement to provide notices to Trinity House, the Maritime and Coastguard Agency, as well as the United Kingdom Hydrographic Office within 5 days, however, this is now missing from the updated DML. It is also noted that this now omits the requirement to submit to the MMO within 24 hours of issue. It is requested that the previous wording is used	The Applicants accept this change and will reinstate the drafting that Trinity House, the Maritime and Coastguard Agency, and the United Kingdom Hydrographic Office must be notified as soon as reasonably practicable and no later than 24 hours after completion of construction of all of the authorised development.
Part 2 (11)(9) –The MMO note that previously the requirement was to notify the MMO within 24 hours, however, this has now changed to 'within 5 days', but no justification for this amendment has been provided.	The Applicants will reinstate the commitment to notify the MMO "within 24 hours" of the issue of the notice sent to the UK Hydrographical Office. This would require updating paragraph 11(10) where the time period for notifying the MMO (currently five days) is secured. Please see comment below however.
Part 2 (11)(10) – The MMO recommends that this is captured within Part 11 (9) and not as a separate paragraph, as this is not in-keeping with other conditions of a similar nature.	The Applicants will include the drafting in paragraph 11(10) (the time period for notifying the MMO of a notice to the UK Hydrographical Office) within paragraph 11(9). It is of the view that a separate paragraph number is clearer but is content to make this change if that is the MMO's preference.

Part 2 (15)(2)(c) – There appears to be a minor typographic error, "not" should be "no"	The Applicants will correct this typo.

7.0 NATURAL ENGLAND ("NE")

7.1.1 The Deadline 9 submission by the NE [REP9-030] includes an update on discussions between the parties. NE also submitted a statement in advance of Issue Specific Hearing 6 dated 17 October 2022 on nutrient neutrality [AS-209].

7.2 Applicants' Response

7.2.1 The Applicants note and agree with NE's Deadline 9 submission.

7.2.2 The Applicant's also note NE's statement on nutrient neutrality [AS-209], particularly *"Natural England agrees that the modelling presented in the Nutrient Nitrogen Briefing Note demonstrates that additional nitrogen will not reach Seal Sands, which is the area of the SPA/Ramsar in unfavourable condition due to nitrogen enrichment. As such, the development would achieve nutrient neutrality. This is dependent on the implementation of either the design termed 'Option A' in the Briefing Note or a different design that would result in an equivalent or lower amount of nitrogen reaching Seal Sands."* The Applicants also note that NE agree that the Applicants approach to nutrient neutrality can be secured using a draft Requirement. The wording of that Requirement was approved by Natural England on 26 October 2022. The drafting of the Requirement and explanation of its purpose is provided as a post hearing note in the Applicants Written Summary of Oral Submissions for ISH6 (Document Reference 9.45).

7.2.3 The Applicants also note NE's comment in the statement that *"subject to the HRA being updated to incorporate the proposed mitigation, secured by the draft Requirement at Stage 2 (Appropriate Page 2 of 2 Assessment) of the assessment, Natural England would support a conclusion of No Adverse Effects on Site Integrity for impacts on Seal Sands."*

7.2.4 In terms of impacts on Tees Bay, the Applicants also note NE's comment on the statement that "*based on the evidence presented in the updated Habitats Regulations Assessment, Natural England agrees that any negative impacts are likely to be localised and inconsistent. Therefore, the discharge may, at worst, cause a temporary displacement of qualifying species within the Tees Bay but this would not constitute an Adverse Impact on the Site Integrity of the SPA/Ramsar. Natural England notes that assessing Water Framework Directive compliance in the Tees Coastal water body is the responsibility of the Environment Agency and that a demonstration of compliance would provide further evidence that the integrity of the SPA/Ramsar is not affected by the Proposed Development."*

8.0 NORTH TEES GROUP ("NTG")

8.1.1 The Deadline 9 submission by NTG [REP9-031] includes comments on the forthcoming hearings and ASI.

8.1.2 NTG made a submission at Deadline 2 that was not published until 17th October 2022 [REP2-070a].

8.1.3 NTG also submitted two Position Statements, one each in relation to ISH5 on the Draft DCO [AS-208] and CAH3 [AS-207].

8.2 Applicants' Response to REP9-031

8.2.1 1. The Applicants note NTG's comments. The Applicants have been negotiating land agreements with NTG since early 2021 and there have been extensive comments by both parties of the draft Heads of Terms. The Applicants shared draft protective provisions with NTG on 16th August 2022, to which the Applicants received a limited response on 13th September. The Applicants provided a further mark up to NTG on 14th October. The Applicants received a new set of protective provisions from NTG's representatives on 19th October. The PPs received by the Applicants are based on those for the benefit of the Sembcorp Pipeline Corridor, in Part 16 of Schedule 12 of the draft DCO [REP8-003]. The Applicants consider that many of the provisions relevant to Sembcorp as operator of the Sembcorp pipeline corridor are not relevant to NTG as landowner, however the Applicants are undertaking a detailed review and mark-up of the 19th October set of PPs as part of ongoing engagement with NTG. The Applicants have provided a further response on these in 8.4 below.

8.2.2 2. The Applicants have no further comment.

8.2.3 3. The Applicants and NTG agreed to submit an updated SoCG at Deadline 7 [REP7-004]. Since submission the parties have continued to hold discussions on the protective provisions and Heads of Terms, however, there has not been material progress made on either. Neither did the Applicants receive a request from NTG to update the SoCG. The Applicants will work with NTG to submit a revised SoCG at Deadline 12 on 1st November to reflect the current position of negotiations. With regards to NTG's comments on the Applicants' "unhurried responses", the Applicants do not agree with this summary. The Applicants have and will continue to engage actively with NTG in the pursuit of voluntary agreements.

8.2.4 4. The Applicants have no further comment.

8.2.5 5. The Applicants have submitted most recently at Deadline 8 [REP8-051] a document that outlines the basis for the Order Limits and justification for the corridor widths and rights sought.

With regards to the comments by NTG on the flexibility of re-routing of estate roads, the Applicants developed the Order Limits on the basis of the existing access routes and how the Sembcorp pipeline corridor is currently used and managed. A direct route between A and B would conflict with the existing fire water tank, pumps and ancillary equipment as outlined by NTG in paragraph 9.a) of their additional submission [AS-207].

The Applicants are considering drafting in the protective provisions to address the concern of flexibility for future estate requirements such as re-routing of the estate road. However, the protective provisions already incorporate consent to works provisions for NTG and which include consideration and maintenance of NTG's access requirements, in relation to both land within the Order limits and its adjoining land.

8.2.6 6. The Applicants would refer the ExA to their response to NTG's Written Representation in Applicants Comments on Written Representations [REP3-012] electronic page numbers 68-69.

8.3 Applicants' Response to REP2-070a

8.3.1 The Applicants note that a number of the points made by NTG in REP2-070a have now been superseded by subsequent NTG submissions and responses by the Applicants. For completeness, the Applicants have provided responses to their Deadline 2 submission below.

8.3.2 CA.1.8 – No further comment

8.3.3 CA.1.19i – The Applicants have provided a response to representations on the extent of rights sought in Justification of Corridor Widths [REP8-051].

8.3.4 CA.1.19ii – No further comment

8.3.5 CA.1.19iii – The Applicants are aware of the existing NTG interests and operations. The Applicants are in discussions with NTG on a voluntary agreement to support the Proposed Development. The Applicants need compulsory acquisition powers in order to ensure the deliverability of the scheme.

8.3.6 CA.1.19iv – Schedule 12 Part 26 to the dDCO [REP8-003] provides adequate control and consent for NTG in relation to works under the DCO. The Applicants continue to work with NTG to address their concerns but maintain that the protective provisions are the appropriate mechanism for this.

8.3.7 CA.1.24 – The Applicants have responded to the point on duration of rights sought in response to paragraph 6 in 8.4 below. With regards to efficient use of the corridor, the routeing of Work No. 6 is subject to detailed design by the Applicants. The Applicants' position remains that the protective provisions in Part 26 of Schedule 12 in the dDCO are the appropriate mechanism for these concerns. The protective provisions include approval of 'works details' by NTG, and this includes plans and sections that will show the routeing of Work No. 6.

8.4 Applicants' Response to AS-207

NTG Position Statement	Applicants' response
1. These are the Submissions and Position Statement on behalf of the North Tees Group (NTG). The three companies concerned, and the respective plot numbers, are:	North Tees Limited are not identified in the Book of Reference [REP6-007] for Plot 82. NTG have not raised this point with the Applicants prior to the submission of their position

NTG Position Statement	Applicants' response
(1) North Tees Ltd: plot nos. 81-83, 120-121, 124, 124a, 124b and 124d; temporary possession rights are sought over plot nos.124a and 124b, and New Rights in perpetuity over the remainder; (2) North Tees Rail Ltd: plot nos.84-88, over which New Rights in perpetuity are sought; (3) North Tees Land Ltd: plot nos.119, 128 and 128a, New Rights in perpetuity are sought over the first two plots and temporary possession over the last one.	statement, however the Applicants will discuss this directly with NTG.
2. NTG have advanced several objections to the use of powers of the compulsory acquisition of New Rights and of Temporary Possession in their responses to Deadlines and otherwise: see Deadline 2 response dated 6, 8 and 9 June 2022, letter dated 15 July 2022 concerned CAH2, Deadline 7 response 27 and 31 August 2022. It has very recently been drawn to the attention of NTG that the response dated 08/06/2022 (under Ref "0006-P1A4.5NTLLET007") was received but when PINS forwarded the email on internally, they did not forward the attachment therefore the Document and Representation has only on 17 October 2022 been added to the Examination Library and has not previously been seen by anyone. As that document set out a number of serious concerns of NTG about the use of CA, NTG submits that it must be fully considered, and NTG should not be prejudiced by an administrative error of PINS.	See Applicants' response in paragraph 8.3 above. The Applicants also note that the Position Statements provided by NTG do raise a number of new points and which are not a summary or clarification of NTG's written representation, where the points should have been made, at Deadline 2. The Applicants have however responded to them below.
3. The corridor for New Rights that concerns, inter alia, plot nos. 81-88, 119-121, 124, 124d and 128 is of a varying width of about 70 metres comprising a zone allocated for existing and proposed pipes and services (circa 30m in width) ("the Pipe Zone") as identified on the plans submitted by NTG in Deadline 7 (ref 0006-PIA.5NTLL ET013) and an essential vehicular access/service route along the southern side of the Pipe Zone ("the Access Road") contained within plot nos. 120, 121, 124, 124d, 128, 81, 82, 83, 85 and 87. The Pipe Zone contains a number of existing pipes laid and installed under easements exercisable over land owned and/or leased by NTG. It is believed that Works	The Applicants have provided technical justification, supporting the case for the extent of rights sought within the Deadline 8 submission Justification of Corridor Widths [REP8-051]. With respect to duration of rights sought, see point 6 below.

NTG Position Statement	Applicants' response
No.6 will involve the installation of a pipe of about 550mm diameter (which the Applicant has accepted can be positioned in a 1000mm wide easement strip within the Pipe Zone, which will not require any New Rights in perpetuity over the whole width of that corridor as provided for in article 25 of, and schedule 7 to, the dDCO. NTG submits that there has been no engineering or technical justification supporting the case for the width of New Rights sought (about 70m) and certainly none to support that width for New Rights in perpetuity	
4. The Land Plans dated 30 August 2022 are substantially different from the preceding set as to plans 3 and 4. Some land required from NTG that hitherto had been tinted blue, and subject to rights only, is now tinted yellow, and required for temporary possession, namely plot nos. 124a,124b and 128a. NTG. The exercise of temporary possession will involve excluding NTG from possession for the relevant temporary possession periods which NTG finds not acceptable. NTG is now facing a very different compulsory acquisition case against it than before 30 August 2022, and any representations previous to that date must be reconsidered in the light of that change. A compelling case must be made for the use of powers of compulsory acquisition s.122(3) of the Planning Act 2008), and that case has not been made by the Applicant for the New Rights that are being sought in dDCO.	Revision 4 of the Land Plans [REP6-014] were submitted as part of the Applicants' change request at Deadline 6. The examination timetable required comments on the change request by Deadline 8. As summarised in the Letter Requesting Further Proposed Changes [REP6-105], change no. 16 involved the removal of parcels of land subject to temporary possession powers from North Tees Land Limited land as they are no longer necessary following landowner discussions and technical assessment and a reduction in powers sought from compulsory acquisition to temporary possession for some parcels of land (relating to Work No. 6). These proposed changes were in part to address concerns raised by NTG in relation to the extent of the Order Limits. In addition to the removal of Order Land, the Applicants reduced the rights sought from compulsory acquisition to temporary possession for some parcels of land to reflect the level of rights required. The Applicants have set out elsewhere the compelling case for these powers (see also point 11 below), and specifically addressed the width of the Work No. 6 corridor in its Justification of Corridor Widths document [REP8-051]. In relation to these particular plots, as noted at Compulsory Acquisition Hearing 3, there is no justification for the Applicants to seek permanent rights over the relevant

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	plots when only temporary possession is required. The protective provisions in Part 26 of Schedule 12 of the draft DCO [REP8-003] govern the exercise of powers in the DCO and require the Applicants to obtain the consent of NTG prior to commencing any part of the authorised development that would have an effect on the NT Group operations, including access to land within and adjacent to the Order Limits.
5. NTG has been engaged in negotiations for an agreement for the grant of an option for rights in favour of the Applicant. As the Applicant appears to have unreasonably delayed the negotiations, NTG now summaries the objections to compulsory acquisition it has so far sustained	The Applicants have been engaged with NTG since early 2021 and extensive comments have been exchanged between the parties. The detailed and extensive negotiations have resulted in a 39 page comments table to support the Heads of Terms and which has been exchanged between the parties a number of times. Achieving agreed Heads of Terms is not the relevant test which the Applicants must meet – they must demonstrate that they have sought and engaged in adequate negotiation, to seek to acquire the relevant interests by agreement. The Applicants' position is that they have very clearly met this test in relation to NTG, and that they have and will continue to act is a reasonable manner. The Applicants' preference remains to reach a voluntary agreement with NTG.
6. First, the New Rights sought should not be in perpetuity as it is quite clear in negotiations that the Applicant only wants a 60-year term at the maximum	The Applicants provided a justification in relation to the duration of rights sought in response to Action 6 in Written Summary of CAH2 [REP5-026]. For the benefit of the ExA, this response is repeated below. *As to the period during which the asset will be in place (and therefore during which maintenance activities will occur), whilst the pipeline has a design life, it may well operate beyond that design life and this will be considered and assessed in the future, taking into account technical, commercial, regulatory and other factors. The CO2 Gathering Network will be part of a regulated asset, with the undertaker having obligations to emitters to transport their captured CO2 and which the undertaker will*

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	have to continue to meet. The actual operational period is not known at this point, and it is appropriate to seek the acquisition of permanent rights over land to allow for its continued safe operation as required.
7. Second, the areas over which both the New Rights and Temporary Possession powers are sought are larger than necessary. A distinction should be made in the definition of the right sought between those relating to the laying and position of the pipe and those concerned with access for construction and maintenance. A New Rights width of about 70 metres affecting plots nos.81-88, 119-121, 124, 124d and 128 is unnecessary for the proposed pipe of about 550mm in diameter. The Pipe Zone is circa 30m wide and can accommodate the relevant part of Works No.6. New Rights in perpetuity should not include the Access Road as without the Access Road essential maintenance, fire safety and safety works cannot be carried out to the pipes within the Pipe Zone. No part of the Access Road that falls within plots required for Temporary Rights shall be taken for that purpose. Access is required at all times over the Access Road for emergencies, maintenance, fire safety and safety purposes, and the under [sic] should not have possession as envisaged by Articles 31 and 32	The Applicants have provided technical justification, supporting the case for the extent of rights sought, within the Deadline 8 submission Justification of Corridor Widths [REP8-051]. In that document, the Applicants set out that the new rights sought are not limited to the permanent easement for the Work No. 6 pipeline. In addition, the new rights will be required to access, construct and maintain the pipeline. In relation to the temporary possession powers, as set out in the response to paragraph 4 above, the protective provisions provide NTG with an approval of 'works details' before the undertaker is allowed to commence any part of the authorised development that would have an effect on the NT Group operations.
8. Third, the New Rights sought over plot nos.81 – 88, 120, 121, 124, 124d, and 128 should only be exercised in a way that preserves the use and operation of the rail line within plots 81-88 and access strips in 120, 121, 124, 124d and 128.	The protective provisions provide NTG with rights for the approval of works details before commencing any part of the authorised development that would have an effect on the NT Group operations. This would clearly include the use and operation of a rail line, and NTG's interests in this respect are therefore adequately protected.
9. Fourth, the Temporary Possession rights sought are far larger than necessary in relation to plot nos. 124a, and 128. In addition:	Detailed responses have been provided to the sub-parts of paragraph 9 below.
a) Plot nos.124a and 128a contains an active fire water tank, fire water pumps and ancillary equipment for the whole of the North Tees Chemical Works (circa 350 acres), and for obvious safety reasons Temporary Possession	These specific plots of temporary possession land are included to support the construction of Work No. 6 over the existing elevated pipe bridge. This area of construction will require extensive scaffolding preparation of the

NTG Position Statement	Applicants' response
cannot be taken of these plots as access to the sire [sic] safety equipment is required at all times. Plots 124a and 128a (combined) are circa 1700 square metres and NTG submits that it cannot foresee a scenario where rights are needed over this area; the area will be sterilised by the taking of Temporary Possession. A distinction should be made in the definition of the right sought between those relating to the laying and position of the pipe and those concerned with access for construction and maintenance.	pipebridge to facilitate safe and efficient construction. The elevated working will also require support of crane operations. The temporary possession powers are required over not just the footprint of the crane but also the oversail movement with the boom; plots 124a and 128a make allowances for material laydown and crane operation. The Applicants are aware of the existing apparatus within these plots and as outlined above, due to the elevated construction in this section of the pipeline corridor the Applicants may be constructing Work No.6 above the active fire water tanks. The protective provisions would require the consent of NTG to the 'works details' in this area, as for any other works within their land. The 'works details' include "plans and sections", "details of the proposed method of working and timing of execution of works", and any further particulars requested by NTG (paragraph 308, Part 26). The protective provisions therefore provide NTG with sufficient information on the proposed works (and the right to request further information), and an approval of these works details prior to the undertaker commencing any part of the authorised development that would have an effect on the NT Group operations, including for requirements of access within the Order limits and adjacent land. The Applicants also note item 5 of NTG's Deadline 9 submission [REP9-031] where NTG remark that this area may be subject to future estate development by NTG. The Applicants will maintain dialogue with NTG, including in relation to any development plans it may have, and if the area is to be developed in a timescale which would conflict with the Proposed Development, then to discuss with NTG what may be possible in terms of land, approach to construction, or construction programme, to seek to take NTG's plans into account. To the extent that NTG does have development

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	proposals (the Applicants are not aware of any at present) and they cannot be accommodated by the Applicants or could be delayed, statutory compensation is available to NTG. The Applicants note that they responded to SWQ CA.2.8 in relation to potential development proposals and which is relevant to this point (see the Applicants' Response to the ExA's Second Written Questions [REP6-121, electronic page 34 to 38]).
b) Plot 124b is an area of land south of the Access Road, the rights over this area should not be exercisable over existing access points at any time. NTG's concerns not wholly addressed in the Statement of Common Ground	Plot 124b is included within the Order Limits to facilitate the construction of the pipeline along the southern pipeline corridor. As outlined in responses to paragraphs above including part (a) immediately above, the protective provisions provide NTG with an approval mechanism of 'works details' that will include "details of the proposed method of working and timing of execution of works" and which must take account of NTG's access requirements. The Applicants note NTG's comment on the SoCG and will seek clarification from NTG as to what this refers to and whether the SoCG is the appropriate document for addressing their concerns.
c) The time period for the exercise of Temporary Possession of land for construction should be specified in Article 31 as the Applicant has advised NTG that a construction period of 4 months is adequate. Other users need access to the land on a regular basis. Plot 124b might be available for temporary purposes.	There are ongoing discussions between the parties over the definition of a construction period and what activities fall within or outside this. Agreement on this matter is subject to further discussion as part of the negotiations on the voluntary agreements. However, it should be noted that the Applicants have not confirmed that a period of 4 months is adequate to complete construction activities within NTG's land. The Applicants must retain the flexibility to be able to take temporary possession of land and carry out the Proposed Development, without being constrained by a set period of time during which works must be completed. There are a number of circumstances which could mean a

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	construction period could be extended, and which may be known before construction commences or which may only occur during construction. Many of these circumstances are outside the Applicants' control and some of which may indeed be influenced by a land owner. The time period during which temporary possession powers may be exercised is defined in Article 31, in a way which is similar to many other made DCOs, and which strikes a reasonable balance between ensuring that the undertaker can carry out and complete the Proposed Development and the impacts on those with an interest in the land.
10. Fifth, if the Applicant intends to lay the pipe under Works No.6 just within the northern and southern boundary of the New Rights affecting plots nos.81-88, 119-121, 124, 124d and 128, there are the following objections. This position will obstruct the necessary service access along the Access Road required to service the existing pipelines corridor. Further, a more suitable position for the proposed pipe would be along the empty centre space within the Pipe Zone. On that basis, New Rights sought over the above plots are too extensive.	The Applicants have provided technical justification, supporting the case for the extent of rights sought within the Deadline 8 submission Justification of Corridor Widths [REP8-051]. The New Rights are not limited to the permanent easement for Work No. 6 but also relate to the access required for the construction, maintenance and operation of the pipeline.
11. Sixth, the use of powers of compulsory acquisition is totally unnecessary as NTG and the Applicant were at an advanced state of negotiations for the grant to the Applicants of rights to place a pipe within the Pipe Zone and it is only the unreasonable delay by the Applicant that has prevented the conclusion of those negotiations	Refer to the Applicants' response to paragraph 5 above. The fact that the negotiations with NTG have not, as yet, resulted in an agreement being entered into is precisely why the Applicants require compulsory acquisition powers in order to secure the deliverability of the Proposed Development. The Applicants' fuller explanation of its CA case is set out in: • Statement of Reasons [REP6-009] • Written Summary of Oral Submission for Compulsory Acquisition Hearing 1 [REP1-037] The Applicants will continue to negotiate with NTG to reach a voluntary agreement. However, the Applicants must continue to seek

NTG Position Statement	Applicants' response
	compulsory acquisition powers to provide for the scenario where an agreement cannot be reached or where an agreement is breached by the relevant landowner.
12. Seventh, NTG own in excess of 600 acres of land in the vicinity capable of development. The current delineation of the New Rights zone will have the practical effect of sterilizing the entire service corridor for investment as developers and investors will have no protection or certainty in relation to the implementation of the DCO. This could render the NTG land holding incapable of development for a period of 5 years and will adversely impact the entire Teesside area as the pipeline corridor is a critical service route and the NTG land has been identified as integral to the future development of Teesside. A mechanism for ensuring this does not occur is essential and could easily be achieved by the Applicant reducing the width of the New Rights zone and leaving an unaffected zone for other users to install media	The Applicants have provided technical justification, supporting the case for the extent of rights sought within the Deadline 8 submission Justification of Corridor Widths [REP8-051]. The Applicants have designed the Proposed Development and specified the Order Limits taking into account so far as possible known or potential developments. NTG has not provided any substantive details of any proposed development, nor addressed how the DCO or Proposed Development would impact any such development other than with general statements. NTG has also not addressed the protections provided for in Part 26 of Schedule 12 to the DCO, including in particular those provisions (noted above) relating to NTG's access to land within and outwith the Order Limits. As part of the detailed design the Applicants will liaise with landowners on the Applicants' preferred routeing of Work No. 6 within the corridor, and this will provide an opportunity for NTG to comment on the Applicants' proposals. The protective provisions also provide a formal approval mechanism for NTG, as noted above. As noted above at point 9a), the Applicants responded to SWQ CA.2.8 in relation to potential development proposals and which is also relevant to this point (see the Applicants' Response to the ExA's Second Written Questions [REP6-121, electronic page 34 to 38]).
13. The Applicant's response to NTG's letter of 26 August 2022 at line 10 of the Applicant's Excel sheet dealing with NTG's deadline responses states that the Applicant would also	The Applicants or their agents are not aware of having received a letter or excel sheet dated 26 August 2022. The Applicants are unable to respond to this specific point.

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clarify that the DCO Boundary indicated on these drawings has subsequently been reduced by the Applicants at Deadline 6 is only very negligible and does not address the matters set in these submissions. Further, the Applicant's response that the FEED contractor is developing a proposed pipeline route within the constraints created by the existing assets, structural apparatus, and access acknowledges the physical constraints, but this should be reflected in the dDCO by reducing the area of the New Rights. None of the other responses of the Applicant to NTG's adequately address their concerns.	In relation to NTG's point on reducing the area of rights, the Applicants maintain that the powers sought and the extent of the Order Limits are necessary, appropriate and justified in order to deliver the Proposed Development. The Applicants have provided technical justification, supporting the case for the extent of rights sought within the Deadline 8 submission Justification of Corridor Widths [REP8-051].
14. NTG submits that the Examining Authority should recommend that dDCO be amended to reflect the above matters.	The Applicants note NTG's position and disagrees for the reasons set out above.

8.5 Applicants' Response to AS-208

NTG Position Statement	Applicants' response
1. These are the Submissions and Position Statement on behalf of the North Tees Group (NTG). The three companies concerned, and the respective plot numbers, are: (1) North Tees Ltd ("NTL"): plot nos. 81-83, 120-121, 124, 124a, 124b and 124d; temporary possession rights are sought over plot nos.124a and 124b, and New Rights in perpetuity over the remainder (2) North Tees Rail Ltd ("NTR"): plot nos.84-88, over which New Rights in perpetuity are sought; (3) North Tees Land Ltd ("NTLL"): plot nos.119, 128 and 128a, New Rights in perpetuity are sought over the first two plots and temporary possession over the last one.	North Tees Limited are not identified in the Book of Reference [REP6-007] for Plot 82. NTG have not raised this point with the Applicants prior to the submission of their position statement, however the Applicants will discuss this directly with NTG.
2. These Submissions set out the position of NTG in respect of, firstly, Part 26 of Schedule 12 to the dDCO, secondly, Article 8 of the dDCO and thirdly Schedule 2 to the same.	Noted.
3. Until recently NTG advanced their requirements by way of negotiations for an agreement for the grant of an option for rights in favour of the Applicant. As the Applicant unreasonably delayed the negotiations, the requirements as to protective provisions in Part	The Applicants have acted and will continue to act reasonably during engagement with NTG. The Applicants do not agree that they have unreasonably delayed negotiations. The Applicants' preference remains to secure a voluntary agreement.

NTG Position Statement	Applicants' response
26 of Schedule 12 to the dDCO (Part 26) largely emanate from matters so far agreed, or requested, in those negotiations, and in NTG's response to Deadline 6.	Protective provisions for the benefit of NTG have been within the Draft DCO submitted to the examination since Deadline 4 (REP4-002), with comments on Deadline 4 documents (including that version of the Applicants' DCO) due by Deadline 5. The Applicants legal representatives shared draft protective provisions directly with NTG on 16th August 2022, the Applicants received a limited response on 13th September, requesting a further mark up. The Applicants provided a further mark up to NTG on 14th October. The Applicants have received a new set of protective provisions from NTG's representatives on 19th October and which are completely different to those provided by the Applicants. The PPs received by the Applicants are based on those for the benefit of the Sembcorp Pipeline Corridor, in Part 16 of Schedule 12 of the draft DCO [REP8-003], as mentioned by NTG in oral submissions at Issue Specific Hearing 5. The Applicants consider that many of the provisions relevant to Sembcorp as operator of the Sembcorp pipeline corridor are not relevant to NTG as landowner (see also point 4 below), however the Applicants are undertaking a detailed review and mark-up of the 19 October set of PPs as part of ongoing engagement with NTG.
4. In its response to Deadline 9, NTG stated that Part 26 was wholly inadequate and that their position is very similar to that of Sembcorp, for whom there are protective provisions at schedule 16 of schedule 12 to the dDCO. The corridor for New Rights that concerns, inter alia, plot nos. 81-88, 119-121, 124, 124d and 128 is of a width of about 70 metres containing a number of pipes laid and installed under easements. As the pipes and supporting structures (Apparatus) are on land either owned or leased to NTG, it is a reasonable assumption that some of this Apparatus may be owned or leased by NTG, and therefore part of	NTG's position with regard to apparatus has not been made out. To date, the Applicants have not been made aware of any apparatus within the Order Limits that is owned or leased by NTG. It is inadequate for NTG to found an objection on an assumption that it may own or lease apparatus. Such a position is inadequately particularised, does not allow the Applicants to properly respond and risks leading to incorrect or unnecessary positions within the protection provisions. NTG's position should be clarified. In any case and importantly, the Applicants are of the view that the NTG is not in a similar

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the land of which NTG is a registered proprietor, which ownership requires protection.	position to Sembcorp. In particular, Sembcorp operate the pipeline corridor on behalf of themselves and other operators, with an operational engineering (and other) resource to facilitate management of the corridor. NTG is a landowner and does not perform a similar function to Sembcorp. It follows that the Applicants do not consider that protections that may be appropriate for Sembcorp are also appropriate for NTG. For instance, it is not appropriate for NTG's protective provisions to be made out on the basis that they are managing or operating the pipeline corridor when that is in fact managed and operated by Sembcorp. It is Sembcorp who liaise with the relevant parties whose assets are located within the corridor. Therefore, NTG's protective provisions should not contain terms that are properly within the function of Sembcorp. Were NTG's protective provisions to contain such terms, the result would be protective provisions that are unnecessary for NTG's status and role as a landowner. They would also contain duplicated terms or create a requirement for response and approval that could give rise to delay and inconsistency, where those terms and any required consent is only properly within Sembcorp's remit. There is a very real risk that dual protections for both Sembcorp and NTG in relation to the pipeline corridor could cause substantial delay or significantly impact delivery of the Proposed Development. As noted above the Applicants received a set of protective provisions from NTG's solicitors on 19 October that were based on the Sembcorp protective provisions. The Applicants have not previously received a mark-up of the draft PPs from NTG and in particular NTG has not previously commented to the Applicants that it should receive the same or similar protections to those provided to/sought by Sembcorp. The Applicants are currently undertaking a detailed

NTG Position Statement	Applicants' response
	review of this mark up and will provide comments to NTG's solicitors shortly.
5. Part 26 should be amended and/or added to as follows.	See detailed responses below
6 - First, the following paragraphs of Part 16 schedule 12 shall be added to Part 26 with any references to Sembcorp substituted with references to NTG, namely, paras:180, 182 (with an additional provision that the undertaker shall not exercise its rights to remove apparatus where adequate space remains within the pipeline corridor to undertake the authorised development), 183, 185 (save that NTG shall not be liable for design approval), 186 (with additional (c) reasonable requirement for efficient and economic use of the corridor by the undertaker and (d) the terms of any legally binding agreements and/or easements entered into by NTG for the use of the service corridor), 187, 188 (with additional requirement for public and third party liability insurance and contamination liability for sums at an appropriate level, determined by an arbitrator if not agreed to be maintained at all times), 189 (with additional requirements for coverage for all costs for approvals during the lifetime of the project and contribution to maintenance of shared items - access, services, infrastructure and groundwater monitoring) and 195.	See above in response to paragraph 4 for the Applicants' general comments regarding NTG's approach to protective provisions.
7. Second, further or alternatively, para 308(1) of Part 26 should include any part of the authorised development (and any access in the future e.g.repairs maintenance and alterations) which would have an effect on any land owned by NTL, NTR or NTLL within the Order limits.	The Applicants note that this protection is already provided in the protective provisions at Schedule 12 Part 26 of the DCO. In particular see the consent to works provisions at paragraph 308 and which specifically include reference to access to NTG's land within the Order limits (as per the definition of 'operations') and access to NTG's adjacent land (see for instance paragraph 308(1) and (3)).
8. Third, there should be a provision obliging the Undertaker to reinstate after the construction of Authorised Works No.6.	Reinstatement of land used temporarily for construction is already secured by Article 31(5) and which specifically secures that this must be to the reasonable satisfaction of the landowner:

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	"Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or has otherwise acquired the land subject to temporary possession, the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not to be required to replace a building or any debris removed under this article".
9. Fourth, para 309 of Part 26 concerning indemnity should include construction, use maintenance, failure of the authorised development of act or default of the undertaker, subsidence, contamination or migration of contamination and interference with third party rights. Para 309 (2) should be deleted.	The Applicants are considering NTG's comments regarding indemnity as part of its review of the draft protective provisions provided by NTG's solicitors on 19 October, however, consider that the form of indemnity provided in paragraph 309(1) is appropriate and adequate. Paragraph 309 (2)(b) will be deleted in the iteration of the draft DCO provided at Deadline 12. Limb (a) should be retained, since it is clearly not reasonable for the undertaker to indemnify NTG where the relevant damage or obstruction is caused by NTG itself.
10. Fifth, if the Undertaker abandons use of Works No.6, it shall give written notice and remove (unless NTG specifies otherwise) and reinstate the affected land.	Decommissioning is secured by Requirement 32 of the draft DCO, the Applicants have provided a further response on decommissioning in response to paragraph 20 below.
11. Sixth, the Undertaker shall keep the Authorised Works No.6 in proper repair at all times and in compliance with all relevant statutory obligations, and no additional apparatus such as let-down and metering stations shall be provided.	These are inappropriate clauses to include in a DCO, where criminal liability would attach in instances of non-compliance. In addition, Work No. 6 will be a regulated asset and the appropriate place for controls over it is under the wider CO2 transport and storage regulatory regime. Additionally, it is unnecessary for the DCO to specify that the undertaker must comply with all statutory obligations – the DCO should not duplicate those controls already secured by statute.

NTG Position Statement	Applicants' response
12. Seventh, the Undertaker shall remedy at its expense any contamination (including migration) attributable in any way to Works No.6 to the lands owned and/or leased by NTG	These are inappropriate clauses to include in a DCO, where criminal liability would attach in instances of non-compliance. Remediation is adequately and comprehensively dealt with, across the whole Proposed Development, by requirement 13 in Schedule 2 to the DCO. In addition, article 31(5) of the DCO requires that "the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land". Article 31(6) also requires the undertaker to pay compensation "for any loss or damage arising from the exercise in relation to the land of the provisions of this article".
13. Eighth, having regard to the wide definition of "permitted preliminary works", at Article 2(1) of the dDCO, NTG submits that the nature of these works could be significant and give rise to material concerns necessitating approval being obtained before these works were undertaken. Furthermore, it would be inappropriate for the Applicant to create temporary enclosures and site security without an approval mechanism being in place, for security and safety reasons. Ground investigations that may exacerbate or disturb existing contamination equally require approval mechanisms. Pre and post entry surveys will be needed to record condition	The control of works provisions in the protective provisions do not exclude permitted preliminary works (these are necessarily part of the 'authorised development' and around which the control of works provisions are drafted), and therefore these are covered under the draft protective provisions provided at Part 26 of Schedule 12to the dDCO. The Applicants therefore consider that there is no issue of substance between the parties on this point. = The Applicants also note their response to point 12 above.
14. Ninth, the undertaker will not remove any apparatus or infrastructure where there is adequate space in the pipeline corridor for Works No.6 save for where engineering modifications to support apparatus necessitate .	The Applicants have provided technical justification, supporting the case for the extent of rights sought within the Deadline 8 submission Justification of Corridor Widths [REP8-051]. The Applicants have undertaken technical analysis of the pipeline corridor appropriate for this stage of consenting. The question of location of apparatus or infrastructure is not only one of there being adequate space for those items, but an array of other technical

NTG Position Statement	Applicants' response
	considerations such as detailed design, access, maintenance and safety requirements. The Applicants should not be restricted in the manner proposed by NTG as this risks being an impediment to the delivery of the Proposed Development.
15. Tenth, provisions should enable NTG its servants and contractors and others to enter the New Rights corridor and Temporary Possession areas to undertake maintenance, repairs and lay further services without obstruction by the undertaker save for reasonable periods only.	The protective provisions provide NTG with sufficient information on the proposed works (and the right to request further information), and an approval of these works details prior to the undertaker commencing any part of the authorised development that would have an effect on the NT Group operations, including for requirements of access within the Order limits and adjacent land.
16. NTG submits that the Examining Authority should recommend that Part 26 of Schedule 12 to the dDCO be amended to reflect the above matters.	The Applicants are continuing to engage with NTG on the protective provisions and will submit an updated set within the finalised DCO at Deadline 12.
Article 8 of the dDCO 17. Article 8 of the dDCO enables the Applicant to transfer any or all of the benefit of the provisions of the Order to another party, with some exceptions. Article 8 fails to contain any provisions by which the financial standing of any intended transferee may be tested, or any criteria for the same. Any transferee would become bound by the protective provisions in schedule 26 under which there are obligations for works and or indemnities, which obligations would become meaningless if the transferee had inadequate financial standing. NTG submits that some rigorous test of financial standing of an intended transferee should be included in Article 8(8)	The Applicants consider that this clause is standard DCO drafting, and has been accepted in multiple granted DCOs. There are very limited circumstances in which the Secretary of State's consent would not be required prior to transfer of the benefit. The circumstances in which the Secretary of State's consent is not required prior to transfer are limited such that the issue of financial standing would not need to be assessed, having regard to the parties to whom the transfer can be made, and the nature and scope of the interests that can be transferred. Where the Secretary of State's consent is required, it is not necessary to make explicit that he or she must have regard to financial considerations, or to dictate how such matters are addressed. The Secretary of State can be relied upon to exercise his judgment reasonably and to take account of all relevant matters (including, where appropriate, financial matters) in forming a judgment as to whether to grant consent.

NTG Position Statement	Applicants' response
Schedule 2 18. In respect of paragraph 3(7), NTG should be a consultee together with Sembcorp and STDC as the route and method of installation of the relevant apparatus is critical to NTG and its landholding. Furthermore, permitted preliminary works should not be undertaken until the approval of NTG has been obtained.	The Applicants do not agree that NTG should be added as a consultee to requirements. Sembcorp's and STDC's positions are different, and they have been added to reflect their particular circumstances. See also the Applicants' response to points 3 and 4 above. In relation to permitted preliminary works, refer to the Applicants' response to paragraph 13 above.
19. In respect of paragraph 16, NTG should be a consultee together with the Environment Agency, Sembcorp and STDC. NTG's landholding and the area that is to be subject to the New Rights and Temporary Possession is an industrial area used for petrochemicals. There is consequentially a high risk of environmental issues arising. NTG operates an estate ground water monitoring system and it is essential that it has input with regard to groundwater monitoring, oversight on the installation of any boreholes and ground water monitoring systems as this needs to interlink with their system and/or could cause material disturbance in highly sensitive areas	See the Applicants' response to point 18 above. In addition, the Applicants note that the protective provisions provide adequate protection for NTG, including the provision of information to them prior to works commencing, the ability for NTG to request additional information, and approval by NTG of the 'works details'.
20. In respect of paragraph 32, NTG maintain their position that apparatus and infrastructure should not be left in situ when decommissioned. There are significant health and safety and management issues with regard to apparatus remaining in situ. Alternatively, it should only be left in situ where NTG has agreed this position (at NTG's discretion) in respect of its landholding	Requirement 32 already includes safeguards to ensure the health and safety of apparatus left in situ. The DCO was updated at Deadline 8 to specify that where apparatus is proposed to be left in-situ and not removed, the steps to be taken to decommission such apparatus and ensure it remains safe must be included in the Decommissioning Environmental Management Plan (DEMP). The undertaker is not permitted to commence decommissioning works unless they are approved by the relevant planning authority (RPA). If the DEMP is not approved, the undertaker is obliged to submit further DEMP(s) within 2 months of such notice. Together the effect of this is that apparatus cannot be left in situ where it presents a safety risk. The expectation must be the RPA would only approve a plan that is compliant with the requirements under R32.

NTG Position Statement	Applicants' response
21. NTG submits that the matters above should be taken into account by the Examining Authority, and that the dDCO be amended accordingly	The Applicants note NTG's position and disagrees for the reasons set out above.

9.0 ORSTED HORNSEA PROJECT FOUR LIMITED ("ORSTED")

9.1.1 The Deadline 9 submission by Orsted [REP9-032 to REP9-033] includes comments on the Applicants Deadline 8 submissions.

9.2 Applicants' Response to Orsted's Deadline 9 Submissions

9.2.1 At Deadline 9, Orsted Hornsea Project Four Limited ("Orsted") commented on certain of the Applicants' previous submissions into the examination, specifically:

9.2.1.1. A response to the Legal Opinion of Jason Coppel KC (the "JCKC Opinion", Annex 1 of the Applicants' Response to the ExA's Second Written Questions [REP6-121]. The response takes the form of further legal submissions from James Maurici KC ("the Further JMKC Submissions" [REP9-032], Appendix 1); and

9.2.1.2. A response to the Applicants' Deadline 8 submissions [REP8-049], particularly Section 6 which set out the Applicants' response to the advice of Richard Harwood KC ("the RHKC Advice"), submitted by Hornsea Four at Deadline 6 [REP6-139].

9.2.2 The Applicants provided initial summary oral responses to Orsted's Deadline 9 submissions at Issue Specific Hearing 5 ("ISH5"), written summaries of which are also set out in Written Summary of Oral Submission – Issue Specific Hearing 5 (Document Ref. 9.43) submitted at this Deadline 11.

9.2.3 As set out at ISH5, the Applicants' have provided additional submissions below where considered helpful or relevant for the ExA's consideration of these points.

9.3 Response to the Further JMKC SUBMISSIONS

9.3.1 The Further JMKC Submissions demonstrate that there is at least a degree of common ground between the parties as regards the legal framework for potential interference with rights under Article 1 Protocol 1 ("A1P1") of the European Convention on Human Rights ("ECHR"). Nevertheless, it is clear that some elements of this framework remain in dispute and that there is disagreement as to the appropriate approach for the Secretary of State to take to an interference. This is a matter on which the Applicants make further submissions below. These additional submissions should be read alongside the JCKC Opinion, the content of which is relied upon in full but is not repeated here.

9.3.2 As an important preliminary observation, the Applicants note that the Further JMKC Submissions do not dispute the central proposition of the JCKC Opinion that it would be rational for the Secretary of State to conclude that the substantial public interest in preserving the viability of the ECC Plan may justify an interference (encompassing below, for ease of reference, interference, deprivation or control of use) with Orsted's contractual rights under the Interface Agreement ("IA"). The Further JMKC Submissions do not dispute that on the evidence before the Secretary of State the terms of the IA pose a real and significant risk to the ECC Plan, nor that there is substantial public interest in the ECC Plan proceeding; and it appears to be accepted that the assessment of whether an interference with A1P1 rights is justified will ultimately be a matter of judgement for the Secretary of State.

9.3.3 What the Further JMKC Submissions instead focus on is attempting to circumscribe the scope of the Secretary of State's rational judgement on this question of justification, over-emphasising the weight that should be attached to the quantum of compensation and the existing terms of the IA. The Applicants disagree with several of the assertions of law and fact in the Further JMKC Submissions, as explained below.

'Possessions'

9.3.4 As a preliminary point, at paragraph 10(2) the Further JMKC Submissions assert that bp does not dispute that *"the clauses of the IA which make provision for bp to pay compensation to Orsted… represent a "possession"* of Orsted within Article 1P". This mischaracterises what is said in the JCKC Opinion, which was expressly on the assumption that this was the case, while noting that the point was not clear-cut given that *"this would not be a straightforward case of contractual obligations being interfered with by legislation"* (paragraph 11, JCKC Opinion).

Threshold for assessment of proportionality

9.3.5 In paragraphs 8(1), 11(4) and (7), the Further JMKC Submissions attempt to cast doubt on the continued universal relevance of the principle that a domestic measure which pursues a legitimate aim will be held to be proportionate unless it is *"manifestly without reasonable foundation".* The Further JMKC Submissions assert that a measure will be held to be disproportionate if it imposes an *"individual and excessive burden".* While it is acknowledged that this test has been deployed, particularly by the European Court of Human Rights, it is not necessarily a feature of the domestic test of justification, with the UK Supreme Court in *Bank Mellat v HM Treasury (No 2)*[1] holding that *"[t]he approach to proportionality adopted in our domestic case law… has not generally mirrored that of the Strasbourg court"*.

9.3.6 The nuance introduced by *Aviva Insurance Ltd v Secretary of State for Work and Pensions*[2], excerpted in depth in paragraph 11(4) of the Further JMKC Submissions, is acknowledged by the Applicants and was addressed at paragraph 14 of the JCKC Opinion. The Applicants reaffirm the conclusion from that paragraph, that *""manifestly without reasonably foundation" is the governing test at all stages, but that certain factors may serve to increase the intensity of review within the framework of that test… Generally, however, and in the absence of special factors, judgments of a Minister in the field of social or economic policy will attract a wide margin of appreciation, or a low intensity of review".*

Relevance of compensation

9.3.7 In paragraph 11(8), the Further JMKC Submissions state that, where interference amounts to deprivation, a complete lack of compensation would prevent said

[1] [2014] AC 700 9 at [70 – 72]
[2] [2022] 1 WLR 2753

interference being justified in *"almost all"* cases. This gives rise to several important points:

9.3.7.1. On its own terms, the Further JMKC Submissions recognise and accept that there will be *some* cases where no compensation at all is required for an interference amounting to a deprivation to be justified. An example of this is *R (Durand Education Trust) v Secretary of State for Education*[3], which is cited at paragraph 17(6) of the JCKC Opinion. The Further JMKC Submissions seek to dismiss this as an *"exceptional or very exceptional case"* and instead cites *Mott v Environment Agency*[4] on the basis that lack of compensation was key to a breach of A1P1. However, *Mott* was – as Lord Carnwath giving judgment himself said – *"an exceptional case on the facts"* and there the decision-maker had failed to fully weigh the issue of fair balance at all, allowing the court greater latitude to intervene. Lord Carnwath held at [37] that:

> *"A1P1 gives no general expectation of compensation for adverse effects. Furthermore, where (unlike in this case) the authorities have given proper consideration to the issues of fair balance, the courts should give weight to their assessment."*

9.3.7.2. The importance of compensation is lessened the further from a deprivation the domestic measure is. As explained at paragraph 12 of the JCKC Opinion, the removal of a right in principle to compensation which may be triggered in future and is of currently indeterminate value is more likely to constitute an interference with peaceful enjoyment or a control of use, even more so if the contingent right is replaced by an alternative compensation mechanism. Therefore, it is easier for a decision-maker to conclude that the interference is justified, even if there was a complete absence of compensation.

9.3.7.3. However, the Applicants are not advocating that Orsted receive no compensation. The proposed DCO provisions (both in this examination and the Hornsea Project 4 examination) provide an alternative mechanism for compensation to be assessed by the Secretary of State, should the parties not agree as between themselves. The legality of an interference with zero compensation is therefore largely moot.

9.3.8 For those reasons it is clear that there is nothing in what is said about the issue of compensation in the Further JMKC Submissions that establishes any legal obstacle to the Secretary of State concluding that the Applicants' proposals are justified in the public interest.

Uncertainty of compensation

9.3.9 The Applicants disagree with the contention in paragraph 15 of the Further JMKC Submissions that the existence of some uncertainty as to the compensation Orsted

[3] [2021] ELR 213
[4] [2018] 1 WLR 1022

might receive is *"highly relevant to whether the fair balance has been struck"*. There are many situations in which an assessment of compensation would be, to some extent, discretionary; and the uncertainty is of even less significance where the level of compensation does not threaten the viability of the suggested compensation recipient's project (as Orsted has confirmed in the Hornsea Project Four DCO examination (REP5-074, Response to INF2.1, electronic page 44)). Therefore, the Applicants consider the claim that *"the potential for legal challenge of any determination would be very great"* to be unmerited.

Intended Purpose of the IA

9.3.10 In paragraphs 14(1) and (2), the Further JMKC Submissions assert that the IA and its compensation provisions were *"explicitly designed to deal with the very situation now in hand"* – namely circumstances in which Orsted's project could be entirely excluded from the Overlap Zone. That is simply not correct. The IA was put in place during the pre-feasibility stage of both developments, when it was considered that co-existence in the Overlap Zone could be possible, and it was designed to regulate interactions and impacts arising from co-existence, rather than wholesale exclusion of one party from the entire area. The relevance of the parties' differing intentions at the time of contracting is not to potential frustration of the contract, as suggested in paragraph 14(2)(ii) of the Further JMKC Submissions, but to the proportionality of the Secretary of State interfering with these provisions (and any individual and excessive burden arising from this, if applicable).

Conclusion

9.3.11 To the extent that there are disagreements between the parties as to points of fact or law, the position set out in the JCKC Opinion – as supplemented above – is to be preferred. Nevertheless, both parties appear to agree that the question of whether the proposed interference with Orsted's contractual rights is justified and proportionate is a matter of judgment for the Secretary of State. It follows from the Applicants' submissions that this is a judgment which he could lawfully and rationally conclude in the Applicants' favour.

9.4 Response to Orsted's Response to the Applicants' Deadline 8 submissions

9.4.1 This element of Orsted's response purports to respond to the Applicants' submissions at Deadline 8 (Section 6 of REP8-049, electronic page 18), which provided a full and detailed response to the RHKC advice submitted by Orsted at Deadline 6 [REP6-139] concerning the Applicants' approach to the Proposed Development's environmental impact assessment and the need for protective provisions for the benefit of Hornsea Project Four to be included in the NZT DCO.

9.4.2 The Applicants signposted in paragraphs 6.2.3 to 6.2.10 of their Deadline 8 response where they have responded in detail to these submissions previously.

9.4.3 It was noted in paragraphs 6.2.2 and 6.2.11 of the Deadline 8 response that whilst they do not believe the RHKC advice advances the arguments previously made by Orsted in respect of these two main contentions (and to which full responses have already been provided in the highlighted submissions), additional responses were

provided by the Applicants to address specific matters in the RHKC advice where considered necessary or helpful.

9.4.4 However, it was further observed in paragraph 6.2.11 that *"it is notable that the Opinion does not adequately acknowledge or grapple with the substance and detail of the Applicant's case as set out in the documents listed above, particularly in relation to the absence of any need for protective provisions for the benefit of Orsted in the NZT DCO. The Opinion addresses this matter briefly through a series of assertions in paragraphs 40 to 43, without reference or response to the Applicant's extensive and careful explanation as to why no such provision is needed."*

9.4.5 That summary of the position, and highlighting of the important gaps in the RHKC advice, remains apposite having had regard to Orsted's very limited additional submissions at Deadline 9.

9.4.6 If Orsted had proper persuasive answers to the Applicants' submissions on those core issues then it is reasonable to expect these would already have been shared with the examination by this late stage, so that they could be considered and examined by the ExA, and addressed by the Applicants as appropriate. Orsted has engaged the services of experienced solicitors, two specialist King's Counsel and experienced specialist junior counsel to advance its case in this examination. In those circumstances the absence of a clear and convincing response to the Applicants' submissions speaks volumes. Insofar as Orsted seeks to supplement what it has said so far as Deadline 12, the Applicants will address and respond to any such submissions at Deadline 13. Otherwise, the Applicants' do not consider there is utility or merit in repeating their previous submissions on those matters and instead focus on the narrow additional requests Orsted made in their response.

9.4.7 At paragraph 2.7 of its response, Orsted states:

"The Applicant appears to be suggesting that none of the infrastructure or powers sought as part of the "proposed development" will be used to generate, transport or store gas which will then be stored within the Overlap Zone or otherwise adversely affect Hornsea Project Four. It would be useful if the Applicant could confirm this position as the use of the term "largely outside" within its submissions introduces significant ambiguity. The avoidance of the Overlap Zone also contradicts other submissions made through the examination (for example at Deadline 1 at paragraph 36.2.2 of the Applicant's Comments on Relevant Representations (REP1-045)). If there is, indeed, no need for the proposed development to make use of the Overlap Zone for storage, would the Applicant be agreeable to a restriction being inserted in the DCO to this effect or could such a restriction be imposed?"

9.4.8 The Applicants responded to a previous formulation of this question from Orsted at section 8.4 of its response to Deadline 6 (REP6-122, electronic page 20) stating:

"It is anticipated that the carbon emitted and captured from the Proposed Development would largely settle at the crest of the Endurance store outside of the Overlap Zone, following offshore transportation and injection. This residual area

outside the Overlap Zone represents approximately 30% of the technical storage capacity of the Endurance Store…

Storage within the Overlap Zone is anticipated to occur in subsequent stages of the NEP project, in line with the timescales/programme advised by BEIS for the implementation of the ECC plan under the cluster sequencing process, to which detailed submissions have previously been made in the Hornsea Project Four examination and it is not proposed to repeat the same in this examination for the reasons previously set out to the ExA."

9.4.9 The use of the term 'largely settle' or 'largely outside', used in the Deadline 6 submissions and repeated in what was said at Deadline 8 reflects the fact that the storage settlement of the CO2 is based on forecast modelling at this stage, and the eventual, actual settlement will only be capable of being definitively confirmed following detailed monitoring - the terms of which will be governed pursuant to the relevant offshore consents. The crest of the Endurance Store (within which it is anticipated the CO2 would settle) sits outside of the Overlap Zone and has ample capacity to accommodate the rate and volume of CO2 emitted and captured from the Proposed Development. That means that to the extent there is any potential for some of the CO2 to extend into the Overlap Zone as it settles, this would be *de minimis* and not material for present purposes. By way of further clarification:

9.4.9.1. The structure of the Endurance store, representing its ability to contain CO2, has been extensively imaged and characterised through seismic acquisition over time and recently in the summer of 2022 by the Applicants. From this data, there is a high degree of certainty in the total volume of CO2 that can be contained through the process of pressurisation and displacement within the Endurance store, known as a saline aquifer. After CO2 is injected at the wells, because it is less dense than the brine within the saline aquifer, it will gradually migrate to the top of the structure, otherwise known as the crest.

9.4.9.2. Based on the volume of CO2 injected and CO2 behaviour within the Endurance Store outlined above, the final settlement of CO2 within the Endurance Store can be effectively computed. For the Proposed Development in the NZT DCO, the volume of CO2 injected over a 25-year period will be far less than the 30% technical storage capacity available within the residual area outside the Overlap Zone.

9.4.9.3. The migration of the dense phase CO2 to the crest is not an immediate process. Under the conditions of injection at pressure, the CO2 is expected to initially migrate through the natural porosity of the store formation as it finds its the path to the crest. During this short period, the CO2 may migrate along paths that are just outside of the crest. Monitoring of the CO2's behaviour during this migration process enables the level of store conformance compared to forecast models to be identified and subsequently updated, in order to better predict subsequent CO2 injection and migration pathways. Repeating this process therefore provides confidence in the ability of the forecast models to accurately predict where and how the CO2 will migrate within the store over time.

9.4.9.4. Currently, the forecast model predicts that the CO2 may initially migrate outside of the crest before settling, hence the qualifying terms "largely settle" or "largely outside" have been used. The modelling estimates that, even in a worst case scenario, less than 10% of the plume could potentially be located in a limited area extending only up to a few hundred metres into the northern edge of the Overlap Zone. The Overlap Zone encompasses an area of approximately 110 square kilometres and, having regard to the modelling ranges being employed, this potential overlap can properly be regarded as *de minimis* and not material for present purposes.

9.4.9.5. Moreover, containment of the CO2 for the purposes of this smaller development would be able to rely solely on the natural seal of the Endurance overburden without the need for any active pressure management, i.e., brine extraction. By contrast, brine extraction would be necessary for the purposes of the full field development of the Endurance store. This would necessitate the placement of brine wells at the edge of the full store structure, with a significant 80 square kilometre overlap within the approximate 110 square kilometre Overlap Zone. The absence of the need for brine extraction for a smaller-scale storage operation makes the process of monitoring of the smaller storage area significantly simpler, because the effect on CO2 migration of extracting brine from additional wells located away from the CO2 plume would not need to be considered. As a consequence, the monitoring requirements and associated methodologies (to be developed and agreed with the NSTA in due course) are expected to be significantly less demanding than those associated with the full field development of the Endurance Store (as addressed in the Hornsea Four DCO submissions). For those reasons, even allowing for the potential for some small part of the plume to migrate into the Overlap Zone in the worst case, there is not anticipated to be any inconsistency between the development of wind turbines for Hornsea Project Four within the Overlap Zone and the storage of emissions associated with the NZT Project within the remaining part of the Endurance Store outside of the Overlap Zone.

9.4.10 In any event, however, for the purposes of this examination the key point (as repeated throughout by the Applicants and at ISH5) is that there is no infrastructure or powers proposed to be authorised under the NZT DCO which would physically interact with or present a physical impediment to the project proposed to be authorised under the Hornsea Project Four DCO. Such interface is limited to the development/use of the Endurance Store itself, which is subject to a separate consenting process still to come.

9.4.11 The application process for those further offshore consents represents the appropriate forum within which Orsted can make such submissions, and under which the decision-maker can impose any such restrictions as deemed necessary or appropriate in the circumstances.

9.4.12 Orsted cannot properly suggest to the SoS that the offshore consenting process is unable to address such matters, if required. Nor has Orsted sought to take issue with

the Applicants' important point that the offshore consenting process will necessarily be much better placed to make such judgments because it will have a clearer and more detailed understanding of exactly what is proposed offshore and where it will be placed.

9.4.13 The Applicants have been consistent and transparent as to their position on this issue throughout the application and examination. By contrast, Orsted have consistently failed to identify any credible arguments in response to the Applicants' submissions and instead have simply repeated, or slightly reframed, the same conceptual submissions which fail to engage with or adequately address the Applicants' detailed responses to the same.

9.4.14 Finally, Orsted comments at paragraph 2.8 of its response:

"If there is no nexus between the development proposed in the DCO and Hornsea Four and if the Overlap Zone is not required for the "proposed development", how can the Applicant argue that interference with the Interface Agreement in the terms proposed by draft DCO Articles 49 and 50 is sufficiently related to, or matters ancillary to, the development for which consent is to be granted as is required by Section 120 of the Planning Act 2008".

9.4.15 The Applicants provided extensive justification as to the need for the inclusion of Articles 49 and 50 in the NZT DCO in REP1-035 Appendix 7 (electronic pages 173 and following) and their summary of oral case from Issue Specific Hearing 3 (REP5-025, electronic pages 11 to 16).

9.4.16 That justification has consistently been based on the risk posed by the IA to the full development of the Endurance Store and viability of the wider ECC Plan, of which the Proposed Development forms part, and not on direct interaction between the storage of emissions from the Proposed Development and Hornsea Project Four. It has always been made clear that, in principle, the Proposed Development can go ahead if Hornsea Project Four is able to develop in the Exclusion Area, but that this would frustrate the wider ECC Plan and indeed full use of this important store whether under the ECC plan or otherwise (see e.g. [REP1-035] Scenario 1 at electronic page 173 where it is explained in terms of "*risk to the viability of the Endurance Store to deliver the ECC Plan*" but it is also made clear that the "*Proposed Development would nevertheless still remain viable and acceptable, even if it were limited to capturing and transporting the carbon to only the residual part of the Endurance Store outside of the Overlap Zone which is not subject to the terms of the Interface Agreement*.").

9.4.17 Orsted's submissions do not acknowledge or grapple with the explanation provided in those submissions.

9.4.18 The Applicants further noted in those submissions that the narrow issue for this examination is whether, if the Secretary of State considers it necessary to include provision addressing the interface agreement in the Hornsea Project Four DCO, there is justification to reproduce that provision, in-effect, in this NZT DCO examination.

9.4.19 The Applicants set out their submissions as to why it is appropriate, noting that the main purpose is to cater for circumstances where the SoS considers such provision appropriate in the Hornsea Project Four DCO, but refuses the Hornsea Project Four DCO for other reasons. A secondary scenario was also highlighted in such submissions where the Hornsea Project Four DCO is granted with provision addressing the interface agreement included, but is not then implemented by Orsted leading such provision to lapse in effect. These scenarios are now embedded within the drafting of Articles 49 and 50 themselves.

9.4.20 In either of those scenarios, the Applicants explained that it is appropriate to reproduce the provision in the NZT DCO because the failure to do so poses a risk to the viability of the East Coast Cluster plan, to which the NZT Proposed Development forms part. This provides clear justification to rely on the *vires* under section 120(3) of the Planning Act 2008 for inclusion of such provision.

10.0 REDCAR BULK TERMINAL LIMITED ("RBT")

10.1.1 The Deadline 9 submission by RBT [REP9-034] includes an updated set of protective provisions that have been agreed in principle between the parties with the exception of indemnity provisions and an update on discussions between parties.

10.2 Applicants' Response

10.2.1 The Applicants have no further comment on RBT's submission. The Applicants can confirm that RBT's update on the status of discussions are accurate.

11.0 SEMBCORP

11.1.1 The Deadline 9 submission by Sembcorp [REP9-026] includes a notification of wish to speak at the forthcoming hearings.

11.2 Applicants' Response

11.2.1 The Applicants have no further comment.

12.0 TEESSIDE GAS & LIQUIDS PROCESSING AND TEESSIDE GAS PROCESSING PLANT LIMITED ("NSMP")

12.1.1 The Deadline 9 submission by NSMP [REP9-035] includes comments on the Applicants' Deadline 8 submissions.

12.2 Applicants' Response

12.2.1 1. The Applicants have no further comment.

12.2.2 2. The Applicants have no further comment.

12.2.3 3. The Applicants note NSMP's comments and acknowledge that it was added as a consultee to certain requirements in the Deadline 8 dDCO [REP8-005]. This was following discussions between the parties.

With regards to the powers associated with Work No. 10 in relation to plot 106, the Applicants maintain that these powers are required and justified in order to deliver and operate the Proposed Development. As outlined during discussions between the parties, the Applicants need to maintain the rights and powers of Work No. 10 at this location, as for all parts of the Order limits. The powers are required to enure for the duration of the Proposed Developemt – whilst at present a road exists and which is adequate for the Proposed Development construction traffic, this may not be the case in the future, including during construction or the operational/maintenance phase. Without the powers and associated rights to carry out activities to make up or maintain a road, the Applicants could be left in the position of not having sufficient access to the Proposed Development. The Applicants' position is that protective provisions are the appropriate mechanism for controlling what works may be carried out within plot 106 and to ensure that there potential adverse impacts on NSMP's operations are understood and avoided. The Applicants will continue to engage with NSMP to seek to agree a set of protective provisions for inclusion in the final DCO to be submitted at Deadline 12.

APPENDIX 1: UPDATED OUTLINE OFFSHORE SCHEME OF INVESTIGATION

A.1. Written Scheme of Investigation for Marine Archaeology

This appendix contains an outline of the scope of work required to mitigate potential impacts to marine archaeology as a result on the construction of the Proposed Development.

The design of the Proposed Development is not yet finalised and will not be completed until the detailed design stage. As such, the location of areas requiring marine archaeological mitigation cannot be detailed at this stage, but a methodology setting out the broad principles and methodology of the mitigation is outlined, in accordance with the information requested by the ExA.

The information in this outline Written Scheme of Investigation (WSI) ~~will be confirmed~~will inform ~~in~~ a Site Specific WSI which will be produced once the detailed design of the Proposed Development has been agreed. The Site Specific WSI will be prepared by a qualified and competent Archaeological Contractor, appointed by the Applicants, and submitted to and approved by the MMO, following consultation and agreement with Historic England.

Site of proposed marine archaeological investigation

The scope of marine archaeological investigation will focus on the site of the launch/ receiver point for the construction of a replacement water outfall, which is located approximately 1 km offshore. The outfall exit would be located at the end of the HDD tunnel, the approximate location of which is shown on Figure 1 (section ~~B~~A.8 Figures of this Appendix). A pocket would be dredged for the outfall head, which would then be secured within the dredge pocket by pin piling. A quantity of rock armour (approximately 100m^2) would be deposited around the outfall head as scour protection.

As the design is not yet finalised, the marine archaeological investigation will also focus on any other parts of the Site within the Order Limits where impacts to marine archaeological remains may occur as a result of the Proposed Development.

~~All of these~~Construction activities associated with the current Proposed Development design have the potential to impact marine archaeological assets, either by truncation and removal of features and deposits through dredging, or compaction and crushing of assets through the deposition of rock armour.

Known marine archaeological assets

There are no known wrecks, including protected wrecks, obstructions or aircraft remains recorded within the Order Limits in the vicinity of the HDD outfall. This is based on Historic Environment Record data and UKHO data gathered as part of the baseline study, and the results of geophysical survey carried out for Tees Offshore Windfarm. However, the geophysical survey extended only partially into the Order Limits and the majority of the Site within the Order Limits has not been subject to archaeological investigation. The lack of data may be due to the lack of investigation results rather than a true absence of assets.

There is one asset related to palaeolandscapes within the Order Limits, comprising a palaeochannel (Redcar and Cleveland Borough Council Historic Environment Record 6396, Figure 2 of Section ~~B8~~A8, identified as the pink polygon) which is potentially contemporary with the early Holocene Hartlepool and Redcar submerged forests and peat beds. The channel is approximately 300 m wide and has been mapped for approximately 4 km from the shoreline, following a similar alignment to the current course of the River Tees. This known marine heritage asset is of regional importance as set out in the North East Regional Research Framework, and is therefore of medium value.

Potential marine archaeological assets

Palaeochannels are rarely found in isolation, and are generally part of a larger complex of an extinct river system. As such, the palaeochannel located within the Study Area is likely to be part of a wider fluvial system and there is potential for palaeolandscape evidence to extend into the Site.

Bathymetric surveys and side-scan sonar, as part of the Pelorus geophysical survey undertaken in advance of the Teesside Offshore Wind Farm, identified 82 anomalies that could not be confirmed as being of anthropogenic interest, and therefore may be natural. These could represent palaeochannels and palaeolandscape evidence that may extend into the Site.

A.2. Scope of work

To mitigate impacts to the known and potential marine archaeological resource, a programme of marine geophysical survey and geoarchaeological assessment is proposed.

The following methodology sets out the broad framework for the proposed survey and the scope and standards required. The Archaeological Contractor will set out their proposed detailed methodology in their Site Specific WSI.

Marine geophysical survey assessment scope

It is anticipated that the marine geophysical survey assessment will comprise the assessment of existing geophysical survey data carried out by the Applicants for the Proposed Development. If there is an opportunity to carry out additional marine geophysical survey, or if additional marine geophysical survey is required in order to inform the marine archaeological mitigation response, the survey will be carried out by a survey company with appropriate archaeological expertise and including geophysicists with appropriate archaeological expertise onboard.

Archaeological interpretation of marine geophysical survey data and reporting

Raw survey data, together with factual reports and track plots, will be made available in digital formats by the Applicants to the Archaeological Contractor. The interpretation of data will include:

- the examination of side-scan, magnetometer, sub-bottom and multibeam data within areas that will be subject to scheme impacts in order to identify as yet unknown wrecks and archaeological remains; and
- the assessment of sub-bottom data in order to plot the general trend of the sub-surface sediments with archaeological potential.

The interpretive data will be presented in an illustrated archaeological report.

Marine geoarchaeological assessment scope

It is anticipated that geoarchaeological samples will be obtained during marine geotechnical surveys carried out in advance of the installation of the outfall. Intact borehole/ vibro-core material must be made available to the Archaeological Contractor prior to it being sub-sampled or tested by the geotechnical contractor.

The Applicants will consult with the Archaeological Contractor to confirm that the geotechnical contractor's specification for the marine geotechnical survey, specifically the sections relating to the recovery and storage of borehole/ vibro-core material, complies with the standards required for geoarchaeological assessment.

The assessment of this data may provide further information relating to palaeolandscapes and palaeoenvironments and will mitigate/ offset impacts to potential submerged prehistoric archaeology.

Sampling and reporting

The proposed environmental sampling strategies and methods, including the methods for processing, assessing and/or analysing samples, will be set out by the Archaeological Contractor in the Site Specific WSI. For geoarchaeological samples derived from geotechnical sampling programmes, the Applicants will ensure that samples are made available for geoarchaeological recording and sub-sampling, in accordance with the Site Specific WSI, prior to any processes that may render the sample ineffective, such as poor storage.

The Applicants, their Principal Construction Contractor and the Archaeological Contractor will consult to ensure that the relevant samples are retained and stored appropriately for ~~future~~ geoarchaeological assessment and analysis. The geoarchaeological assessment will comprise, as a minimum:

- Archaeological observation, recording and assessment of geotechnical cores;
- Archaeological review of geotechnical borehole logs
- Sub-sampling of core material; and
- Laboratory assessment and analysis of samples and sub-samples.

The results of the assessment will be compiled as a Geoarchaeological Assessment Report which will represent the agreed scope of assessment and analysis and include a broad chronological framework for the completed analysis.

General objectives

The general objectives of the geophysical survey are:

- To investigate the archaeological potential of the Order Limits;
- To assess the presence / absence of potential archaeological anomalies;
- To determine the significance of archaeological and geoarchaeological remains and place them within a local, regional and/ or national context;
- To preserve archaeological remains by record to offset impacts arising from the construction of the Proposed Development.

A.3. Methodology

The methodology in this outline WSI sets out the general scope of work that is likely to be required to mitigate impacts arising from the Proposed Development.

A detailed scope of work, informed by the final detailed design of the Proposed Development, will be set out in a Site Specific WSI, prepared by the Applicants' Archaeological Contractor at post-consent.

Site Specific WSI

The Archaeological Contractor will be required to prepare a Site Specific WSI which will comply with archaeological best practice and guidance published for offshore development. This guidance includes, but is not limited to:

- The Protocol for Archaeological Discoveries: Offshore Renewables Projects. The Crown Estate 2014;
- Model Clauses for Archaeological Written Schemes of Investigation: Offshore Renewables Projects. Guidance issued by The Crown Estate 2021;
- COWRIE Guidance for Assessment of Cumulative Impacts on the Historic Environment from Offshore Renewable Energy 2008; and
- Joint Nautical Archaeology Policy Committee (JNAPC) Code for Practice for Seabed Development 2006.

The appointed Archaeological Contractor will prepare a Site Specific WSI on behalf of the Applicants. The Site Specific WSI will include, as a minimum:

- Summary of the planning background and the DCO requirement the scope of work is fulfilling;
- Summary of the proposed construction activity;
- Roles and responsibilities of Archaeological Contractor, Principal Construction Contractor (if applicable) and Applicants;
- Illustrations showing the spatial extent and detailed location of investigation(s)
- Summary of archaeological baseline for the site and an appropriate study area;
- Objectives and research aims;
- Methodology, to include:
  - Fieldwork methodologies
  - Recording systems;
  - Finds policy and discard policy
  - Conservation proposals
  - Environmental sampling policy
  - Initial processing of finds and environmental samples

- Reporting stages, including a timetable for interim, post-excavation and publication
- Monitoring arrangements;
- Proposed staffing, including any sub-contractors and/ or specialists;
- Health and safety, including current guidance regarding Covid-19 control measures and
- Insurance details.

The methodologies set out in the Site Specific WSI will be agreed with Historic England and approved by the MMO. All survey work will be carried out in accordance with the approved Site Specific WSI and ~~current~~ relevant good practice and guidance.

Protocol for archaeological discoveries

The Site Specific WSI will contain a methodology for the treatment of unexpected discoveries. This will accord with the methodology presented in the Framework Construction Environmental Management Plan (CEMP) and a proposed methodology is provided in this outline WSI.

Unexpected archaeological discoveries that come to light during the course of the investigations will be addressed by the implementation of the Protocol for Archaeological Discoveries (PAD), using guidance published by Wessex Archaeology on behalf of the Crown Estate.

The protocol requires all discoveries of archaeological material to be reported by the Construction Contractor, in accordance with an agreed communication plan, to the Nominated Contact within their organisation, who will inform Implementation Service (IS) who will then, in turn, inform the relevant Archaeological Curator. If the find constitutes 'wreck' within the terms of the Merchant Shipping Act (1995) then the IS will also make a report to the Receiver of Wreck. Full contact details for all relevant parties will be included in the Protocol.

Staff on all survey and construction vessels will be informed of the Protocol, details of the find types that may be of archaeological interest, and the potential importance of any archaeological material encountered. Hard copies of the Protocol will be made available for use on board construction vessels and tool-box talks will be provided.

Monitoring and progress reports

The Site Specific WSI will include a detailed programme for the monitoring of the marine archaeological works, progress reporting, and for the submission of deliverables, as detailed in Section B4 of this outline WSI. ~~include the agreed methods for the monitoring of the archaeological works by the Archaeological Curator. This may include verbal progress reports upon request, and/ or weekly written progress reports.~~ The programme will be agreed in consultation with Historic England.

Provision for completing a daily site diary, which will capture the scope of work carried out that day, samples taken, artefacts recorded etc., will also be included in the Site Specific WSI.

Completion of fieldwork

The Archaeological Contractor shall prepare and submit a Completion Statement to the Applicants within one working day of completing the survey.

An OASIS entry shall be completed at the end of the fieldwork, irrespective of whether a formal report is required. The Archaeological Contractor will complete the online form at [redacted] within one month following completion of the fieldwork. Archaeological Contractors are advised to contact OASIS (oasis@ads.ahds.ac.uk) for technical advice.

A.4. Deliverables

Each phase of archaeological investigation will require an archaeological report to be produced. Combining the results of surveys into a single report would be permissible following agreement with the relevant Archaeological Curator.

Upon completion of each stage of investigation, an interim report will be produced within 10 days of completion. This would summarise the result and quantify the records, samples and artefacts recovered during the investigation.

A final report will be submitted within four weeks of the completion of the fieldwork. The final report should report on the location, extent and significance of archaeological, palaeoenvironmental and/or geoarchaeological features and/or anomalies recorded as part of the investigation. The final report should follow current good practice and guidance, and should, as a minimum, include the following:

- Title page;
- List of contents, figures, tables, etc;
- Non-technical summary;
- Introduction;
- 10 Figure National Grid Reference;
- Archaeological and historical background;
- Aims and Objectives;
- Methodology, including:
  - Survey methods used;
  - date(s) of fieldwork;
  - grid location;
  - geophysical instruments used (if applicable to that stage of investigation);
  - sampling intervals;
  - equipment configurations;
  - method(s) of data capture;
  - method(s) of data processing; and
  - methods of data presentation;
- Results and Interpretation - with reference to known HER and/ or UKHO and CITiZAN data;
- Deposit model (if applicable to that stage of investigation);

- Discussion, with reference to known HER data where applicable;
- Recommendations for analysis/ scientific dating/ further work;
- Conclusion;
- References to all primary and secondary sources consulted;
- OASIS reference number; and
- Statement of Indemnity.

The final report should be presented in Word format and any digital images in gif format.

A draft report should be submitted to the Applicants for comment and review prior to the finalisation of the report.

Archive deposition for archaeological geophysical survey

Relevant reference numbers will be obtained from the HER in advance of the fieldwork. These project identifiers will be cited in the project report and on other project paperwork.

The marine geophysical survey project is expected to be archived with the Archaeology Data Service (ADS) as an entire project archive, along with other portions of the project as relevant (geoarchaeological assessment). The exact nature of the archive will depend on further discussions between the Archaeological Contractor and the ADS.

A.5. General project requirements

Resources and programme

Experienced and qualified archaeologists shall undertake the archaeological works. All staff will be suitably qualified and experienced professionals and hold valid Construction Skills Certification Scheme (CSCS) cards, proof of which is to be provided to the Applicants upon request (refer to Section 7).

The archaeological works will be undertaken in accordance with an approved programme. Proposed changes to the agreed programme will only be accepted with the agreement of the Applicants.

Confidentiality and publicity

The archaeological works may attract the interest of the public and the press. All communication will be directed to the Applicants.

The Archaeological Contractor will not disseminate information or images associated with the project for publicity or information purposes without the prior written consent of the Applicants.

Copyright

The Archaeological Contractor shall assign copyright in all reports, documentation and images produced as part of this project to the Applicants. The Archaeological Contractor shall retain the right to be identified as the author or originator of the material. This applies to all aspects of the project. It is the responsibility of the Archaeological Contractor to obtain such rights from sub-contracted specialists.

The Archaeological Contractor may apply in writing to use or disseminate any of the project archive or documentation (including images). Such permission will not be unreasonably withheld.

A.6. Insurances, health and safety

The Archaeological Contractor will provide the Applicants with details of their public and professional indemnity insurance cover.

The Archaeological Contractor will have their own Health and Safety policies compiled using national guidelines, which conform to all relevant Health and Safety legislation and best practice. A copy of the Archaeological Contractor's Health and Safety policy will be submitted to the Applicants prior to the start of the survey.

The Archaeological Contractor shall prepare a Risk Assessment(s) and a project specific Health and Safety Plan and submit these to the Applicants prior to starting on site. The Archaeological Contractor will not be permitted to start on site until the Applicants have confirmed that the Risk Assessment is acceptable for the proposed works. If amendments are required to the Risk Assessment during the works, the Applicants and any other relevant party must be provided with the revised document at the earliest opportunity.

All staff involved in the archaeological investigation should be Construction Skills Certification Scheme (CSCS) qualified to a minimum standard as an 'Archaeological Technician' (for Construction Related Occupation card), 'Professionally Qualified Person' (through accreditation with CIfA) or 'Academically Qualified Person' (through an archaeology degree) and hold a valid CSCS card.

All equipment that is used in the course of the investigations must be 'fit for purpose' and be maintained in a sound working condition that complies with all relevant Health and Safety regulations and recommendations.

The Archaeological Contractor will assure the provision and maintenance of adequate, suitable and sufficient welfare and sanitary facilities at appropriate locations for the duration of the works.

If the Archaeological Contractor is appointed by the Applicants Principal Construction Contractor, then the Archaeological Contractor will comply with the Health and Safety policies and site Rules implemented by the Principal Construction Contractor. These roles and responsibilities will be confirmed with the Applicants and set out in the Site Specific WSI.

COVID-19 / other pandemics or high consequence infectious diseases

The Health and Safety policies, Risk Assessments and project-specific Health and Safety Plan compiled by the Archaeological Contractor will address undertaking fieldwork during the Coronavirus COVID-19 pandemic or any prevailing pandemic / high consequence infectious diseases (HCID) outbreak. All work should be undertaken in line with current government advice, which, at the time of writing includes the Site Operating Procedures (Construction Leadership Council, 2021 and any subsequent updates).

The Archaeological Contractor's Risk Assessment and Health and Safety Plan shall address COVID-19 or other prevailing pandemic / HCID specific hazard controls; travel, site, welfare and accommodation; PPE and hygiene provisions; mental health

and effects on people the site workers live with; and reporting procedures for site workers to raise any issues or concerns. They shall take account of changes to emergency procedures, factoring in, for example, increased emergency service response times and potential closures of A&E departments. Toolbox talks will adhere to social distancing.

The Risk Assessment and Health and Safety Plan will be clearly communicated to site workers with sufficient time prior to travel or commencement of work. All site personnel will familiarise themselves with site-specific COVID-19 or other prevailing pandemic / HCID mitigation measures. Signatures will be required to record that all site workers have attended appropriate site briefings and understood COVID-19 or other prevailing pandemic / HCID procedures. Site workers must be aware that COVID-19 or other prevailing pandemic / HCID controls (e.g., maintaining social distancing and hygiene standards) will take precedence until further notice. Site workers must adhere to the COVID-19 or other prevailing pandemic / HCID measures, controls and restrictions.

If tasks are identified that cannot be compliant with COVID-19 or other prevailing pandemic / HCID procedures, then work must not take place until further mitigation is put in place to remain compliant.

COVID-19 or other prevailing pandemic / HCID procedures will be under constant review as the situation evolves. The Archaeological Contractor will ensure that Risk Assessments are updated to reflect any changes to government advice be issued prior to the commencement of or during the archaeological works.

A.7. Rreferences

Construction Leadership Council (2021). Site Operating Procedures.

COWRIE (2008). Guidance for Assessment of Cumulative Impacts on the Historic Environment from Offshore Renewable Energy.

Entec (2004). EDF Energy (Northern Offshore Wind) Ltd: Teesside Offshore Wind Farm Environmental Statement.

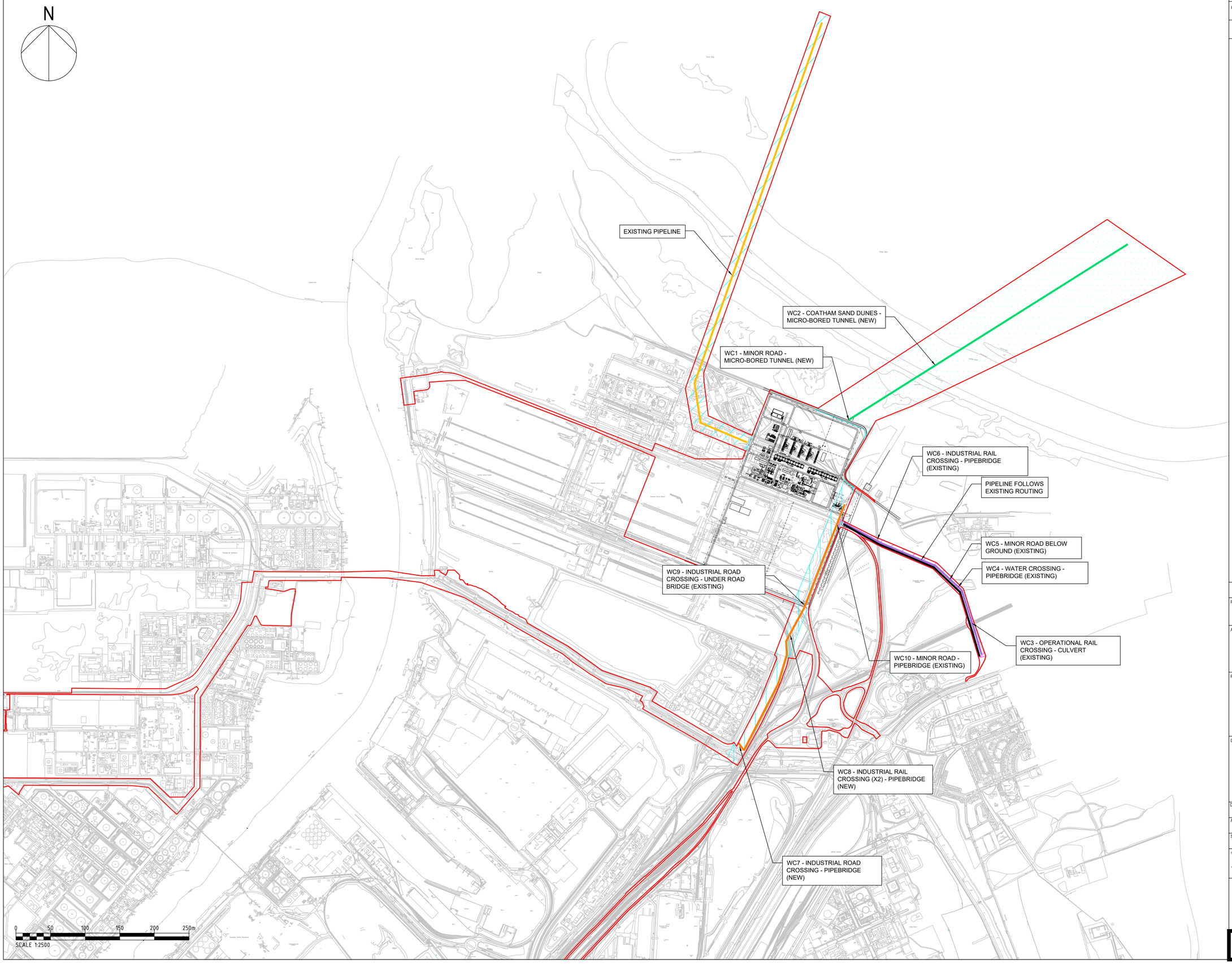
Joint Nautical Archaeology Policy Committee (JNAPC) (2006). Code for Practice for Seabed Development.

Petts, D. and Gerrard, C. (2006). Shared Visions: The North-East Regional Research Framework for the Historic Environment. Durham: Durham County Council.

The Crown Estate (20211~~0~~). Model Clauses for Archaeological Written Schemes of Investigation: Offshore Renewables Projects. Wessex Archaeology.

The Crown Estate (2014). Protocol for Archaeological Discoveries: Offshore Renewables Projects. Wessex Archaeology.

A.8. - Figures



SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION BOX

IT IS ASSUMED THAT ALL WORKS ON THIS DRAWING WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHEREAPPROPRIATE, TO AN APPROPRIATE METHOD STATEMENT

THIS DRAWING TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT

KEY

- SITE BOUNDARY
- WORK No. 4A - WATER SUPPLY CONNECTION WORKS - FRESHWATER CONNECTION
- WORK No. 5A - WASTE WATER DISPOSAL WORKS - EXISTING OUTFALL
- WORK No. 5B - WASTE WATER DISPOSAL WORKS - REPLACEMENT OUTFALL
- WORK No. 5C - WASTE WATER DISPOSAL WORKS - PIPEWORK CONNECTIONS TO BRAN SANDS
- POTABLE WATER SUPPLY CONNECTION ROUTE (BELOW GROUND)
- WASTE WATER EXISTING OUTFALL CONNECTION ROUTE (BELOW GROUND)
- WASTE WATER REPLACEMENT OUTFALL CONNECTION ROUTE (FOLLOWS CO2 EXPORT)
- WASTE WATER CONNECTION ROUTE TO BRAN SANDS (2X PIPELINES ABOVE GROUND)
- RAW WATER SUPPLY CONNECTION ROUTE (BELOW GROUND)

Revision Details	By / Check	Date	Suffix

Purpose of issue

FOR INFORMATION

Applicant

NZT POWER LTD AND NZNS STORAGE LTD

Project Title

Net Zero Teesside

Drawing Title

DCO Reference Number - 4.9

INDICATIVE WATER CONNECTION PLAN

Sheet 1 of 1 - Layout View

Designed	Drawn	Checked	Approved	Date
	SF			

AECOM Internal Project No.	Suitability	Project Manager
60559231	N/A	
Scale @ A1: AS SHOWN	Zone / Mileage: N/A	

AECOM Infrastructure & Environment UK Limited
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Drawing Number	Rev
60559231-PE-DRG-039	1

Project Management Initials: RL Designer: LC Checked: ARC Approved: AC

AECOM

PROJECT
NET ZERO TEESSIDE PROJECT

Net Zero Teesside

APPLICANTS
NZT POWER LTD. AND NZNS STORAGE LTD.

KEY

- Site Boundary
- 1km Study Area
- UKHO Wrecks and Obstructions - Point
- UKHO Wrecks and Obstructions - Polygon
- Protected Wreck

Maritime Heritage Assets - Point

- Post-Medieval
- Modern
- Unknown

Maritime Heritage Assets - Polygon

- Prehistoric
- Medieval
- Post-Medieval
- World War I
- World War II
- Modern

TITLE
FIGURE 19-1
LOCATION OF MARINE HERITAGE ASSETS IN THE 1KM STUDY AERA

REFERENCE
NZT_210512_ES_19-1_v2

SHEET NUMBER
1 of 1

DATE
12/05/2021

Scale @ A3 1:30,000

0 1 2 km