Net Zero Teesside Project

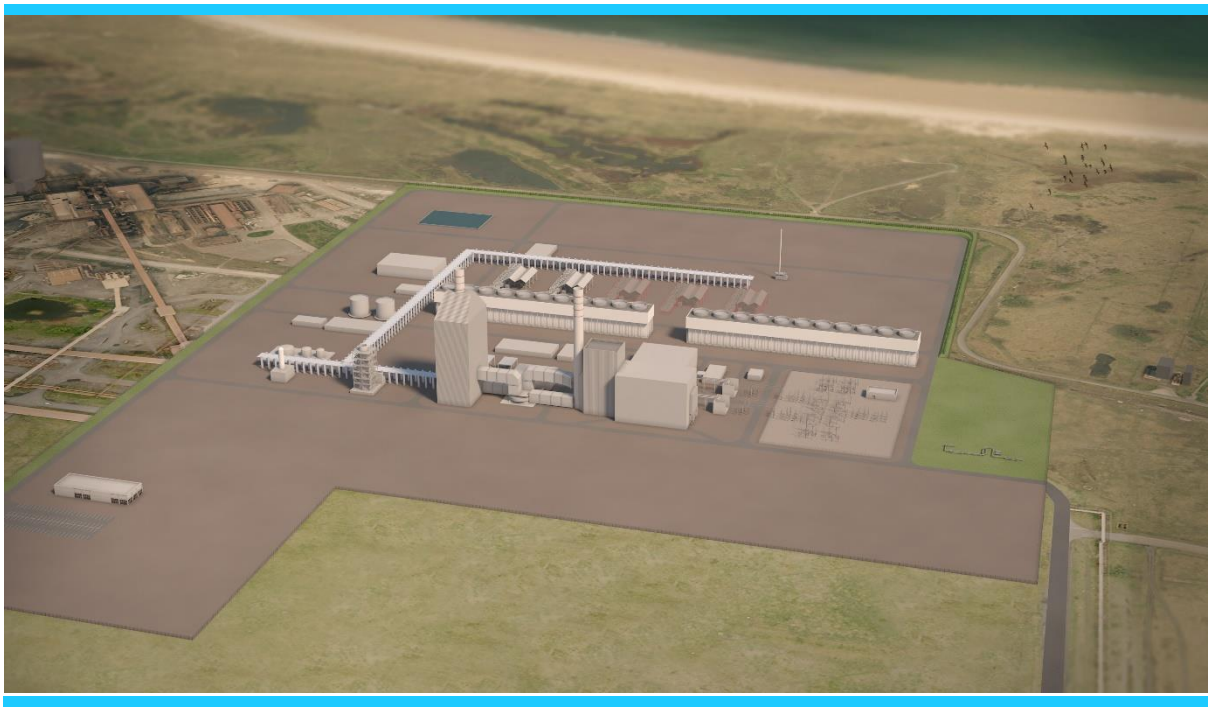
Planning Inspectorate Reference: EN010103

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: 9.48 Applicants' Comments on Deadline 11 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

CONTENTS

1.0 INTRODUCTION

1.1 Overview

1.1.1 This document, 'Applicant's Comments on Deadline 11 Submissions (Document Ref. 9.48) 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 11 (26 October 2022). The document is structured to provide comments on the following Interested Parties' Deadline 11 submissions:

- Section 2 – Anglo American
- Section 3 – CF Fertilisers Limited
- Section 4 – Client Earth
- Section 5 – Environment Agency
- Section 6 – INEOS Nitriles (UK) Limited
- Section 7 – Marine Management Organisation
- Section 8 – National Grid Electricity Transmission
- Section 9 – National Grid Gas
- Section 10 – Natural England
- Section 11 – North Tees Group
- Section 12 – Orsted Hornsea Project Four Limited
- Section 13 – PD Teesport Limited

- Section 14 – Redcar Bulk Terminal Limited
- Section 15 – Redcar and Cleveland Borough Council
- Section 16 – Sembcorp Utilities (UK) Limited
- Section 17 – South Tees Development Corporation
- Section 18 – Teesside Gas & Liquids Processing and Teesside Gas Processing Plant Limited
- Section 19 – Teesside Wind Farm Limited

2.0 ANGLO AMERICAN ("AA")

2.1.1 The Deadline 11 submission by AA [REP11-023] includes responses to the ExA's Third Written Questions (TWQ's) and an update on negotiations.

2.2 Applicants' Response

2.2.1 Introduction – The Applicants have no further comment.

2.2.2 CA.3.6 – The Applicants acknowledge the easement widths being progressed with AA in the property agreements. The Applicants would note that while the easements widths have been agreed, the construction and maintenance access associated with each is not defined. The associated new rights sought by the Applicants within Anglo American land are required for access to, construction, inspection and maintenance of each apparatus. The pipeline routings for Work Nos. 2A, 5C and 6 are being developed by the Applicants within the Anglo American corridor and are subject to influence by the existing apparatus and future development within the corridor.

2.2.3 Update on side agreement – The Applicants acknowledge the comment by AA and would refer the ExA to the joint position statement submitted at Deadline 12 (Document Ref. 8.38).

3.0 CF FERTILISERS LIMITED ("CFL")

3.1.1 The Deadline 11 submission by CFL [REP11-026] includes a response to ISH5 actions points.

3.2 Applicants' Response

3.2.1 The Applicants acknowledge the comments by CFL. Both parties expect to complete the agreements imminently.

4.0 CLIENT EARTH

4.1.1 The Deadline 11 submission by ClientEarth [REP11-027] provides a post-hearing submission relating to ISH5.

4.2 Applicants' Response

4.2.1 Re: 1a), the Applicants refer the ExA to previous written responses to the ClientEarth position including the Deadline 7 submission 9.32 Applicants' Comments on Deadline 6 Submissions [REP7-009]. The Applicants agree with the Environment Agency that the environmental permit will be the regulatory mechanism used to control the operation of the generating station and associated carbon capture plant.

4.2.2 The setting of additional controls within the DCO risks conflicting regulatory regimes being applied and risks operation of the generating station being constrained prior to the point of its construction, unlike the definition of Best Available Techniques which will evolve as the plant – and CCS industry in general – develops. It is considered that the wording of the requirement 31 in the draft DCO is consistent with that used in the draft DCO for the Keadby 3 generating station and for example reiterates that "*Work No. 1A may not be brought into commercial use without Work Nos. 1C, 7 and 8 also being brought into commercial use*".

4.2.3 Re: 2), the Applicants' position remains as set out in paragraph 5.2.8 of the Deadline 7 submission 9.32 Applicants' Comments on Deadline 6 Submissions [REP7-009].

5.0 ENVIRONMENT AGENCY

5.1.1 The Deadline 11 submission by the EA [REP11-032] includes comments on the Applicants' Deadline 9 submissions.

5.2 Applicants' Response

5.2.1 DCO Requirements: The Applicants note that the EA are satisfied with Requirements 13 (contaminated land and groundwater, 16 (construction environmental management plan), 23 (piling and penetrative foundation design), 25 (restoration of land used temporarily for construction and 31 (carbon dioxide capture transfer and storage).

5.2.2 Deadline 9 Submission - 6.4.5 - ES Vol III Appendix 5A - Framework CEMP (Tracked) Oct 2022 [REP9-008]: The Applicants note the EA's comments on Table 5A-4 in the Framework CEMP but consider that the measures set out in Table 5A-3: Surface Water, Water Resources and Flood risk in the Framework CEMP will be sufficient to control the risk of pollution associated with surface water run-off during earthworks and construction. In particular, all works will be undertaken in accordance with guidance in CIRIA Report C532: Control of water pollution from construction sites (2001).

5.2.3 Deadline 9 Submission - 9.38 - Applicants' Comments on Deadline 8 Submissions Oct 2022 [REP9-018]: The Applicants note that the EA welcomes the decision by the Applicants to carry out testing of the two types of slag materials during Teesworks remediation work and look forward to continued dialogue. However, the Applicants would like to clarify their statement in [REP9-018] that "The taking of samples of slag for testing by the Applicants [will be] during the Teesworks remediation works". This is not correct. Sampling of slag materials will be undertaken after the Applicants have control of the site, in line with the EA's position in its comments on any other information submitted at Deadline 5 [REP6-133], i.e.:

> *"In view that there are possibilities for the reuse of slag materials (blast furnace and basic steel) on the site as part of the Applicants development (i.e. outside the remedial works by Teesworks), then further chemical analysis of these materials should be undertaken to "fingerprint" and fully characterise all chemical constituents."*

5.2.4 The Applicants note the EA's comment that it cannot discount the requirement for additional ground investigation, nor further testing should it consider it to be required to confirm risks to controlled waters. The Applicants consider that based on the information available to date, no additional ground investigation or testing is anticipated to be required at present. However, should the Applicants consider that additional ground investigation is required prior to construction, they will consult with the Environment Agency.

5.2.5 Deadline 9 Submission - 9.36 - Nutrient Nitrogen Briefing Paper Clean Oct 2022 [REP9-015]: The Applicants note that the EA are broadly content with the modelling approach and their reservations which will be discussed at the meeting scheduled on 4th November 2022 and which will be reported on at Deadline 13.

The Applicants' responses to the detailed EA comments on the Nutrient Nitrogen Briefing Paper are below:

Environment Agency Comment	Applicants Response
The proposal is estimated to result in a net reduction of DIN over Seal Sands amounting to 1.2kgN/hr. There is also potential to significantly reduce the loading of (Dissolved Inorganic Nitrogen) DIN on the Tees estuary and contribute towards achieving Water Environment Regulations objectives, by designing infrastructure such that an excess of Bran Sands effluent above what is required by the proposal is rerouted to the North Sea and away from the current discharge point to Dabholme Gut (sic). Such a diversion would appear to be the most beneficial single strategic intervention to move towards achieving these environmental objectives, as opposed to merely achieving no deterioration. However overall DIN reductions on the baseline are required to achieve these objectives.	The Applicants note the EA's comments on the use of the return line and note that overall DIN reductions will require dialogue between the EA and NWL. Wider overall reductions in baseline DIN concentrations in the Tees Estuary will require dialogue between the EA and other holders of consented discharges to the estuary.
Section 8.2.1 states the 'Proposed Development does not have the potential to impact on water quality on the identified receptor in the Tees Estuary'. However, this is contradicted by section 7.2.4 which states that 'the amount of additional nitrogen reaching Seal Sands mudflats has been estimated as ….an additional volume of DIN of 11.4 kg per high tide, or 0.95 kgN/hr'. The no net increase outcome is dependent on the commitment set out in 7.2.8 to achieve nutrient neutrality.	The Applicants note the EA's comment and confirm that the statement in paragraph 8.1.2 (correct numbering) states in full that " As this assessment demonstrates that Proposed Development does not have the potential to impact on water quality on the identified receptor in the Tees Estuary". The assessment referred in paragraph 8.1.2 is set out in Section 7.2 of the briefing paper. The Applicants confirm that nutrient neutrality in the Tees Estuary at Seal Sands will be through an agreed Nutrient Nitrogen Safeguarding Scheme secured under an additional DCO Requirement as agreed with

Environment Agency Comment	Applicants Response
	Natural England in the finalised SoCG submitted at Deadline 12 (Document Ref. 8.6).
Section 5.1.8 also confirms that 'if new emissions with a nitrogen load were to be discharged via Bran Sands Waste Water Treatment Works to the Dabholm Gut and ultimately the Tees Estuary, this would be introducing a new nutrient load direct to the SPA and mitigation to ensure nutrient neutrality would be required.'	Noted
Table 6.1 states, 'water quality modelling of a range of scenarios for DIN has shown that, if the existing outfall continues to be used, DIN emissions at the predicted effluent concentrations are rapidly diluted within the Tees Bay and do not reach the Tees Estuary.'	This line in table 6.1 is from an earlier draft of the Nutrient Nitrogen Briefing Paper [REP8-050] relating to the preliminary modelling contained in Appendix A to the updated Nutrient Nitrogen Briefing Paper REP9-015] and is incorrect and should be disregarded. The impacts on water quality and in the Tees Bay are presented in Appendix B and summarised in Section 7 of the Briefing Paper [REF9-015].
Table 6.1 also states, 'Given the direction of prevailing current from the Marske outfall to the south and based on initial hydrodynamic modelling, the prevailing direction of flow is away from the Tees Estuary, so there would therefore be no pathway to the Teesmouth and Cleveland Coast SPA/Ramsar site.'	Noted
Table 6.1 also states that 'In addition, foul wastewater is to be discharged to Marske on-Sea Waste Water Treatment Works to the south. Given the direction of prevailing current from the Marske outfall to the south and based on initial hydrodynamic modelling, the prevailing direction of flow is away from the Tees Estuary, therefore there would be no pathway to the Teesmouth and Cleveland Coast SPA/Ramsar site.'	Noted

Environment Agency Comment	Applicants Response
The modelling summarised at section 7.2.4 concludes that DIN from the proposed development reaches Seal Sands.	Paragraphs 7.2.5 and 7.2.6 in the Briefing Paper explain how this DIN from the Proposed Development at Seal Sands is offset by DIN removed from the Tees Estuary by the abstraction of DIN containing raw water at Low Worsall. Consequently nutrient neutrality is achieved at Seal Sands.
The Environment Agency dCPM model 2018 indicates that some 19% of the DIN affecting Seal Sands is washed into the Tees estuary on incoming tides from offshore.	The Applicants note the EA's comment and confirm that the modelling reported in Appendix B to the Briefing Paper [REP9-015] shows that DIN discharged at the new outfall can be washed into the Tees Estuary on incoming tides. The modelling does not explicitly consider other offshore sources of DIN, but they will be implicit in the results because the assessment used monitored background seawater DIN concentrations at Tees Mouth which will contain an offshore DIN component.
Table 6.1 states, 'Atmospheric emissions of nitrogen have been modelled and an estimation of the load across the Tees Bay has been made. Initial analysis suggests that this will have a negligible impact on ambient DIN concentrations. Annual loads of between 0.1 and 0.45 kg N/ha/yr have been determined, with the highest values restricted to relatively small areas just off Coatham Sands.'	As set out in paragraphs 9.7.177 to 9.7.179 of the updated WFD Assessment [REP11-009] the extent of impact of atmospheric nitrogen deposition at the Tees Coastal WFD waterbody scale has also been considered through a simple mass balance analysis, to determine whether there would be any potential for deterioration or prevention of future improvement based on the total nitrogen isopleth mapping from the air quality modelling outputs. Based on these assumptions the analysis indicated that the impact on nitrogen concentrations within the WFD
The above points confirms that there will be an impact on DIN concentrations from atmospheric emissions of nitrogen. Is this included in the modelling of impacts on Seal Sands?	

Environment Agency Comment	Applicants Response
	waterbody would be insignificant. The predicted worst case increase is so small that there is confidence that atmospheric deposition of nitrogen is an insignificant issue, and no further water quality modelling of this issue is considered necessary. This was agreed with the Environment Agency at a meeting on 1st April 2022. Given the above analyses, there is no impact from atmospheric deposition predicted at the WFD catchment scale, nor on the status of the designated sites in which it is located.
Figures 6.1 and 6.2 do not show the white area shown in the legend as indicating '>1% increase'. Is it possible to map this area? Does the white area effectively cover all other areas?	The Applicant's confirm that the white (unornamented) area on Figures 6.1 and 6.2 indicating <0.1% increase in DIN concentrations covers the remainder of the modelled grid shown on Figure 3-1 in Appendix B to the Nutrient Nitrogen Briefing Paper [REP9-015] up to the Tees Tidal Barrage.

5.2.6 Deadline 8 Submission - 6.3.43 - ES Vol II Figure 10-17 Bedrock Aquifer [REP8-027] One of the designations for the aquifer is missing. The Applicants have submitted an updated version of this figure at Deadline 12 with the designations complete as part of the change request.

6.0 INEOS NITRILES (UK) LIMITED ("INEOS")

6.1.1 The Deadline 11 submission by INEOS [REP11-033] includes a response to ISH5 actions points.

6.2 Applicants' Response

6.2.1 The Applicants acknowledge the comments by INEOS. The negotiation of the protective provisions and associated side agreements is making substantial progress and both parties are working towards reaching agreement on these documents.

7.0 MARINE MANAGEMENT ORGANISATION

7.1.1 The Deadline 11 submission by the MMO [REP11-REP11-014] includes further comments on DMLs submitted at Deadline 8 in the draft DCO [REP8-003].

7.2 Applicants' Response

7.2.1 Firstly, the Applicants confirm that they have now included wording in the DMLs submitted at Deadline 12 [Document Reference 2.1] to address the MMO's comments at Deadline 8 [REP8-055] that clarification should be inserted in condition 23 (UXO clearance) to make it clearer that the method statement for clearance is written after the identification of any UXOs or anomalies has been completed, as the size, number, and location of UXOs would impact the methodology for clearance, and for Natural England to be consulted on the clearance methodology scheme. The proposed drafting changes to the drafting of Condition 23 (now Condition 22) in Schedules 10 and 11 to address the MMO's Deadline 8 comments are set out below.

22. —(1) No removal or detonation of UXO can take place until a UXO clearance methodology and marine mammal mitigation protocol has been submitted to and approved in writing by the MMO (following consultation with the Environment Agency ***and Natural England****).*

(2) The UXO clearance methodology and marine mammal mitigation protocol must be submitted to the MMO no later than six months prior to the date on which it is intended for UXO clearance activities to begin (unless otherwise agreed in writing by the MMO).

(3) The UXO clearance methodology submitted pursuant to sub-paragraph (1) must ***be based on the nature, location and size of UXO or magnetic anomalies that have been identified and*** *include—*

~~(a) a methodology for the identification of potential UXO targets;~~

~~(b)~~ (a) *a methodology for the clearance of magnetic anomalies or otherwise which are deemed a UXO risk;*

~~(c)~~ (b) *information to demonstrate how the best available evidence and technology has been taken into account in formulating the methodology;*

~~(d)~~ (c) *a debris removal plan;*

~~(e)~~ (d) *a plan highlighting the area(s) within which clearance activities are proposed;*

~~(f)~~ (e) *details of engagement with other local legitimate users of the sea; and*

~~(g)~~ (f) *a programme of works"*

7.2.2 The Applicants consider that it has now incorporated all of the MMO's requested changed to UXO clearance condition.

7.2.3 At Deadline 9, the MMO provided its comments on the draft DMLs submitted by the Applicants at Deadline 8 [REP9-029]. The Applicants responded to each of these points at Deadline 11 [REP11-014]. However the MMO have submitted additional comments at Deadline 11 [REP11-034] in relation to the draft DMLs submitted by the Applicants at Deadline 8. The Applicants have therefore had to review and update its responses at Deadline 11 to account for the MMO's latest comments, and as part of preparing its final DMLs in Schedule 10 and Schedule 11 of the DCO [Document Reference 2.1]. For clarity, the Applicants have set out in full how it has responded to each comment received from the MMO at Deadline 9 and Deadline 11 in the tables below and the drafting updates that have been made in the DMLs submitted at Deadline 12.

7.2.4 The Applicants have scheduled a meeting with the MMO on 2 November 2022 with the intention of agreeing the final terms of the DMLs and for this to be confirmed in a final Statement of Common Ground to be submitted at Deadline 13. Following receipt of the MMO's additional comments at Deadline 11 (26 October) the Applicants sent the response tables below to the MMO on 31 October. It is intended that these will inform the discussion on 2 November.

7.2.5 The table responds to the MMO's comments at Deadline 9 [REP9-029] on the draft DMLs submitted by the Applicants at Deadline 8. The Applicants have responded to each of these points below again, now taking into account the MMO's additional comments on the DML drafting received at Deadline 11 [REP11-034] and drafting changes in the final DMLs in Schedule 10 and Schedule 11 of the DCO [Document Reference 2.1].

	MMO comment	**Applicant's response**
1	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".*
2	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 dredge arisings at a disposal site carrying reference TY160 – "Tees Bay A" or TY150 – "Tees Bay C";*

3	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 have inserted 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.*
4	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 have retained a definition of "licensed activities". It has replaced references to "licensed marine activities" with "licensed activities". The Applicants agree both are not required.
5	Part 1 (4) – It is recommended a definition for "disposal site" is included within the definitions of Part 1(1)	The Applicants have included the following definition: "disposal site" means the *disposal sites carrying reference TY160 – "Tees Bay A" or TY150 – "Tees Bay C";*
6	Part 2 (11)(3)(b) – The MMO recommend a definition is included under Part 1 (1) for "dredge arisings".	The Applicants have included the following definition: "dredge arisings" means inert material of natural origin, produced during dredging. The term "dredge arisings" relates to disposal activities, where Condition 26 (now C25) restricts disposal to the disposal of "dredging arisings". The definition above will be included to ensure clarity and consistency.
7	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.

8	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 have accepted this change and reinstated 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.
9	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 have updated paragraph 11(7)(b) as follows for Schedule 10: *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~~ Work Number 5B seaward of mean high water springs, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and* *b) on completion of construction of ~~all offshore activities~~ the Work Number 5B seaward of mean high water springs.* The same amendments have been made in Schedule 11, save that reference to Work Number 5B has been placed with "each of Work Number 5B and Work Number 8". 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 start and when those construction activities have been completed. With respect to UXO, the term "offshore activities" has been deleted and no longer applies. 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

		clearance would not be specifically referenced in this context.
10	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 have reinstated the drafting that the Kingfisher Information Service of Seafish must be notified of completion of the works in the marine environment as soon as reasonably practicable and no later than 24 hours after completion.
11	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 have reinstated 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.
12	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 have reinstated 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.
13	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 have included 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.

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

7.2.6 The table below responds to the MMO's additional comments on the draft DMLs submitted by the Applicants at Deadline 8 [REP11-034]. The Applicants have responded to each of the points, taking into account the MMO's comments received on the same version of the DMLs at Deadline 9 [REP9-029] and drafting changes in the final DMLs in Schedule 10 and Schedule 11 of the DCO at Deadline 12 [Document Reference 2.1].

	MMO comment	**Applicant's response**
1	Part 1(1) – The MMO note that the definition for "Authorised Development" has been amended and is now similar to the definition for "licensed activities".	Definition of "authorised development" changed to "means the development and associated development described in Schedule 1 of the Order;". The definition of "licensed activities" is defined as "means the activities specified in Part 1 of this licence". The term "authorised development' therefore means the development that benefits from development consent. Whereas the term "licensed activities" means the specific activities that the deemed marine licence authorises in respect of the authorised development.
2	Part 1(1) – For the definition of "relevant undertaker", the company number must also be included in the definition.	Company number added for Net Zero Teesside Power Limited (CN 12473751) in Schedule 10 and for Net Zero North Sea Storage (company number 12473084) in Schedule 11.
3	Part 1(1) – The MMO are unclear on the benefit of this definition and request clarification from the applicant.	The Applicants assume this comment relates to the definition of "relevant undertaker". The purpose of this definition is simply to define the party who has the benefit of the DMLs and that must comply with the conditions therein.

		It is no different to the term "undertaker" that may be used in other DMLs in other DCOs. The Applicants preferred "relevant undertaker" on the basis that the "undertaker" may change from time to time where powers in the DMLs are transferred pursuant to Article 8 (transfer of benefit") in the DCO. The Applicants do not consider this to be a point of substance.
4	Part 1(1) – UK Hydrographic Office. The definition does not appear to add any value as the address is repeated at 1(4)(g). The wording across both DML's is inconsistent. It is important that references are consistent as currently both 'United Kingdom Hydrographic Office" and "UK Hydrographic Office" is used.	Definition of "UK Hydrographic Office" is deleted. All remaining references refer to "United Kingdom Hydrographic Office".
5	Part 1(4)(d) – The wording of this provision appears incomplete. The MMO note that the wording is similar to that of the Sizewell DCO, however, in the Sizewell DCO there are further provisions which state: - (1) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the local office of the MMO is required, [state local office details] . (2) Unless otherwise advised in writing by the MMO, MCMS must be used for all licence returns or applications to vary this licence. The MCMS address is: [insert MCMS link]	Paragraph 1(4) lists both the national marine licensing team details at 1(4)(d) (with the same email address as with Sizewell C DCO) but also the MMO local enforcement office at 1(4)(c) (being the North Shields branch of the MMO). Paragraph 1(4) further states that the address details apply "except where otherwise notified in writing". The Applicants consider that the effect of the drafting is the same as in the SZC DCO. The Applicants have however inserted a new sub-paragraph 1(5): *Unless otherwise advised in writing by the MMO, MCMS must be used for all licence returns or applications to vary this licence.* A new definition of "MCMS" has been inserted in sub-paragraph 1(1): *"MCMS" means MMO's online system for submission of marine licence applications and management of consented marine*

		licences, including the submission of condition returns;
6	Paragraph under 2(2)(b)(ix) – The relevance of this paragraph in context with the provision it follows is not clear to the MMO. The MMO recommend that either clarification is provided or a new sub-paragraph created.	The reference to "UXO clearance" has been replaced" UXO inspection, removal or detonation" to add clarity. The Applicants consider the context within which the term appears is clear. Specifically that UXO inspection, removal or detonation is authorised in connection with the carrying out the above named Work Number, which is in turn tied to a geographic location, specifically the grid coordinates in Prat 1, paragraph 3, Table 9 for Schedule 10, and Part 1, paragraph 3, Table 11 for Schedule 11.
7	Part 1(3) – Given the definition under Part 1(1), the MMO do not consider that the insertion of the text "related to Work No. 5A and Work No. 5B" is necessary as the term "licensed activities" is a defined term which means the works specified in Part 1 of the licence.	The Applicants agree and have deleted the reference to Work Numbers in this paragraph.
8	Part 1, table 9 & 10 – It is not clear why the description has been removed. The MMO felt it provided clarity and certainty to the DML and consider it would be prudent for the description column to remain.	The Applicants have reinstated description column in Tables 9 and 10 (Schedule 10) and Tables 11 and 12 (Schedule 11)
9	Part 1(6) – Details of the provision should be inserted after the reference to section 108 (at Line 4), in the same way as it appears after section 106 (at line 2)	The Applicants have made this change.
10	Part 1(7) – The MMO note that section 72 should apply in its entirety to the licence and the provision should end with a full stop after "apply to this licence" on line 2. The MMO recommend that the relevant provisions of the DCO should be amended accordingly.	The Applicants disagree. There is a process for the transfer of the deemed marine licence under Article 8 (Transfer of benefit of the Order). This is a standard provision sought in DCOs and that requires clarification in DMLs. The same wording has been used in other recently made DCOs with DMLs e.g. see paragraph 8 of

		Schedule 11 of the Hornsea Three Offshore Wind Farm Order 2020.
11	Part 1(9) and Part 2(30) – The MMO note the substantial duplication between the two provisions and request information as to the inclusion of Part 1(9) in light of Part 2(30).	Part 1(9) has been deleted.
12	Part 2 (11)(3)(b)&(c) – The MMO note the change from "authorised deposits" to "dredge arisings" and request clarification on why this has been amended.	This change was simply to reflect that the term "authorised deposits" is not used in the DMLs following changes made at Deadline 8. The term "dredge arising" is now used to define what may be deposited i.e. inert material of natural origin, produced during dredging. See the Applicants response to Comment 6 from the MMO at Deadline 9 above. This is not a substantive change. Note this now paragraph 10(3)(b) and (c).
13	Part 2 (11)(6) – The MMO note that the details for providing notification to the MMO licensing team within 24 hours of issue has been removed and would like to see this reinstated. It is important that the MMO licensing team has this information available and not just the MMO coastal office.	The Applicants have made this change. See response to Comment 8 from the MMO at Deadline 9 above. Note this is now paragraph 10(6).
14	Part 2 (11)(7)(a) – In accordance with Office of Parliamentary Counsel, guidance numbers 1-10 inclusive are expressed in words and all others as numerals. 'Fourteen' should therefore revert to '14' etc.	The Applicants have made this change. Note this is now paragraph 10(7)(a).
15	Part 2 (11)(7) – The MMO note that the requirement to notify the MMO has been amended from 24 hours to 5 days. The MMO are unsure as to why this has been changed and no justification has been provided. The MMO recommends this is changed back to 24 hours	Change made. See response to Comment 10 from the MMO at Deadline 9 above. Note this is now paragraph 10(7).
16	Part 2 (11)(9) – The MMO recommend the applicant should consider the structure of the provision. For example, the MMO recommend that "of the	The Applicants have inserted the words "of the licensed activities" after "…of the date of commencement)" in 11(9)(a). The

	licensed activities" be dropped into the line below to ensure that the requirements at sub-paragraphs (a) and (b) are clear and unambiguous.	Applicants do not consider any other changes are required. Note this is now paragraph 10(9)(a).
17	Part 2 (11)(10) – The MMO note that as with paragraph 1.2.15 of this response, the timeframe of which to notify the MMO has been amended to 5 days. The MMO recommends this is changed back to 24 hours.	Change made. See response to Comment 12 from the MMO at Deadline 9 above. Note this is now paragraph 10(9).
18	Part 2 (11)(12) – The MMO suggest it would make sense to include the email address for Kingfisher within the Interpretation section, so that it then not necessary to repeat it within the text of the provisions – as in the case of 11(7) and 11(12)	Changes made. Note this is now paragraph 10(11).
19	Part 2 (11)(12) – Further, the reference to Kingfisher Information Service of Seafish is unnecessarily repeated at line 6 and the MMO cannot see any need to notify them twice.	Change made. Note this is now paragraph 10(12).
20	Part 2 (12)(1) - The plan must be submitted in writing and approved in writing by the MMO – the provision should be amended accordingly – see Condition 16.	Change made to Part 2 12(4) to require that the plan must be approved "in writing". Note this is now paragraph 11(4).
21	Part 2 (14) – The MMO recommend the wording "submitted in writing" is included, as worded in condition 12.	Change made to improve consistency with R16. However Part 2 (14)(7) already requires that the plan must be approved in writing by the MMO. Note this is now paragraph 13(6).
22	Part 2 (14)(6) – The MMO note that there is a lack of consistency in the conditions of the licence and that this provision should feature in all relevant conditions with appropriate amendments.	The Applicants consider that this provision, or equivalent wording requiring that development must be "implemented" or "carried out in accordance" with approved details, is secured in all appropriate conditions.
23	Part 2 (15)(1) & (15)(2)(c) – There appears to be a contradiction as to who should provide the information. The MMO recommend the deletion of "by any agent, contractor or subcontractor" from the end of 15(2)(c).	Change made. Note the amendments is now in paragraph (14(2)(c)

24	Part 2 (16)(2) – The MMO recommend for clarity and certainty it should state "written scheme of archaeological investigation" not simply "scheme" unless the term is defined.	Change made. Note the amendments is now in paragraph (15)(2)
25	Part 2 – The MMO note that if the DML is to include UXO detonation then provisions to report information to the Joint Nature Conservation Committee Marine Noise Registry should be included. The MMO recommend the inclusion of the following provision: (1) Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry— (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving / detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements; (b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving / detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to sub-paragraph (1) above within 7 days of the submission. (3) For the purpose of this condition— a) "Marine Noise Registry" means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; (b) "Forward Look" and "Close Out" requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.	New Condition (or paragraph) 32 inserted in each DML with this wording. Only amendment is to refer to "relevant" undertaker for consistency with the rest of the DML drafting.
26	Part 2 (23) – The MMO recommend that a provision similar to condition 16(3) is also included within this provision, to provide consistency across conditions within the DML.	The Applicants consider that paragraph 23(5) (now 22(5) already achieves this. Specifically it requires that UXO activities must be undertaken in accordance with

		the approved UXO clearance methodology and MMMP.
27	Part 2 (23) – The MMO recommend the following additional wording is included at the end of the requirement/in place of "informed, as required, by the MMO Conservation Team": "following current best practice as advised by the relevant statutory nature conservation bodies".	Change made. Note the amendments is now in paragraph (22(4).
28	Part 2 (23)(6) – There is a small consistency error. Line 3 the "three" should be a numeral "3".	The Applicants disagree. The Office of Parliamentary Counsel, guidance numbers 1-10 inclusive are expressed in words.
29	Part 2 (23)(6) – This condition should state that the UXO clearance report must be submitted in writing to the MMO.	The Applicants do not consider this change necessary (it must be implicit that any scheme or report will be "in writing"). Nevertheless the Applicants have made this change to address any residual concern that the MMO may have. Note the amendments is now in paragraph (22(6).
30	Part 2 (23)(7) – For continuity the word "in writing" should be placed after "agreed".	Change made. Note the amendments is now in paragraph (22(7).
31	Part 2(26) – The definition for "order limits" was removed from the last version of the DML (REP8-004) – The MMO recommend this is reinstated or an explanation of what definition is now relevant for this term included.	Change reinstated. See response to MMO D9 Comment 3 above.
32	Part 2(29)(1) – The MMO recommend the last sentence which has been deleted in REP8-004 is reinstated, the MMO are not aware of any justification for its removal.	This sentence now appears as R28(2). No substantive change has been made to this provision.

8.0 NATIONAL GRID ELECTRICITY TRANSMISSION ("NGET")

8.1.1 The Deadline 11 submission by NGET [REP11-024] includes a response to the ExA's TWQs.

8.2 Applicants' Response

8.2.1 CA.3.12 – The Applicants acknowledge the comments by NGET and will continue to progress discussions with NGET to conclude protective provisions.

9.0 NATIONAL GRID GAS ("NGG")

9.1.1 The Deadline 11 submission by NGG [REP11-025] includes a response to the ExA's TWQs.

9.2 Applicants' Response

9.2.1 CA.3.12 – The Applicants acknowledge the comments by NGG and will continue to progress discussions with NGG to conclude protective provisions.

10.0 NATURAL ENGLAND

10.1.1 The Deadline 11 submission by Natural England [REP11-036] is a statement issued in advance of Issue Specific Hearing 6 on the outstanding issue to be agreed between the Applicants and Natural England relating to impacts on water quality from discharges of nitrogen to the Tees Bay.

10.2 Applicants' Response

10.2.1 The Applicants note and agree with NE's Deadline 11 submission.

10.2.2 The Applicant's also note NE's statement on nutrient neutrality, 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."*

10.2.3 The Applicants also note NE's comment in the statement that *"The applicant has presented Natural England with a draft Requirement to secure this approach, titled 'Effluent Nutrient Nitrogen safeguarding scheme'. 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."*

10.2.4 In terms of impacts on Tees Bay, the Applicants also note NE's comment on the statement that "*The proposed discharge point for 'Option A' is within the Tees Bay and within the boundary of the SPA/Ramsar. However, it is not within the boundary of the area subject to Natural England's advice on nutrient neutrality, as shown on the relevant map of European protected sites requiring nutrient neutrality strategic solution, which was provided to all Competent Authorities on 16 March 2022. Therefore, the proposal is not required to demonstrate that it will be nutrient neutral for the Tees Bay. 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."*

11.0 NORTH TEES GROUP ("NTG")

11.1.1 The Deadline 11 submission by NTG [REP11-043] includes a response to the ExA's TWQs and responses to ISH5 and CAH3 action points.

11.2 Applicants' Response

11.2.1 CA.3.1 – The Applicants confirmed in their Written Summary of Oral Submission CAH3 [REP11-016] that Appendix A1 of REP7-004 was agreed to be included during the Deadline 7 submission. For information, the Applicants subsequently included the plan as Appendix 1 in REP11-016. This plan was developed by the Applicants during engagement with NTG to illustrate the positive impact on NTG of the change request submitted at Deadline 6 and subsequently accepted into Examination [PD-017].

11.2.2 The Applicants received no detailed comments on the extent of these reductions from NTG. As per the SoCG submitted at Deadline 7, the wording in paragraph 4.2.3 outlined the extent of the changes made by the Applicants. In paragraph 4.2.4, NTG confirmed that they would submit their own plans in response to CA.1.8 to show comparison with Appendix A1. NTG submitted their response at Deadline 7 [REP7-014], this submission made no reference or objection to the change request, or highlighted any issues associated with the reduction in land / powers sought made by the Applicants to address NTG's concerns.

11.2.3 There is no reference to removal of crossing points within the draft SoCG submitted at Deadline 7 and this matter was not raised by NTG prior to their position statement on 17 October 2022 [AS-207]. Following engagement between the parties, including a joint site visit in May 2022, and design development the Applicants reduced the extent of Order Limits and rights sought. The Applicants maintain that the type and extent of rights sought are appropriate and justified.

11.2.4 CA.3.8 – The Applicants have and will continue to act reasonably in the negotiation of voluntary agreement with NTG. The Applicants' preference remains to secure a voluntary agreement with NTG and to only utilise compulsory acquisition powers as a last resort to ensure deliverability of the Proposed Development.

11.2.5 The Applicants responded at Deadline 11 to NTG's comments on "unreasonable delays",- the Applicants would refer the ExA to their responses to paragraphs 5 and 11 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page numbers 21 and 25 respectively. The Applicants also refer the ExA to their comments in Written Summary of Oral Submissions for CAH3 [REP11-016] for agenda item 4 (from electronic page 7) and the comments in relation to negotiations at electronic page 10.

11.2.6 The Applicants have progressed voluntary agreements with all landowners since initial engagement, including NTG. While some are further progressed and expected to be concluded shortly, the Applicants will continue to engage with NTG to seek to agree Heads of Terms and the subsequent legal agreements. The Applicants would note that NTG acknowledged that negotiations were at an advanced state for the

voluntary agreements in their position statement submitted on 17th October [AS-207], paragraph 11 on electronic page number 6.

11.2.7 ISH 5 Action 15:

NTG Comment	Applicants' Response
8 NTG, through its constituent companies, is the freehold owner of the North Tees Pipeline Corridor. NTG retain legal possession of the Pipeline Corridor and some of the assets and infrastructure within it. NTG has the control over, and may lay, subject to conditions, new apparatus laid within the North Tees Pipeline Corridor	The Applicants agree that NTG is the land owner of parts of the pipeline corridor, as recorded in the Book of Reference (Document Ref. 3.1, final version being submitted at Deadline 12). The Applicants' negotiations with NTG to acquire the rights to carry out and operate the Proposed Development reflect the fact that NTG is the freehold owner.
9 The Pipeline Corridor is subject to an easement in favour of Sembcorp dated 31st December 1998 ("the Easement"). Under the Easement Sembcorp have certain "Specified Rights" defined in schedule 1, as attached at Annex 3. Further, under the terms of the Easement the parties expressly acknowledged that certain apparatus was owned by the grantee and other apparatus was owned by the grantor. Sembcorp hold a lease for a term expiring on 31 December 2048 from NTG of parts of plots 119-120 and the whole of 121. Subject only to these Sembcorp easement and leasehold rights, NTG retains legal possession of the corridor, all apparatus and structures not owned by Sembcorp, and with all the related responsibilities of an owner in possession of land used as a Pipeline Corridor serving a number of chemical industries. It is NTG that has control of what additional apparatus may be laid in the Pipeline Corridor. Subject to certain conditions in the easement, NTG has a right to lay additional pipes and structures within the corridor.	See the Applicants' comments on paragraph 8 above, and previous submissions relating to the respective roles of Sembcorp and NTG. The Applicants are not clear that NTG's statement that it owns "all apparatus and structures not owned by Sembcorp" is correct, as the Applicants would understand that apparatus is also owned by other third parties, such as Northumbrian Water Limited (and who for instance benefit from their own protective provisions in Schedule 12).
10 At various positions there are culverts running under the Pipeline Corridor from one side to the other, two of which are quite large. These were seen by the ExA on the ASI. There are related retaining walls in various positions. There are numerous boreholes for ground water monitoring associated with environmental monitoring and the management of NTG's estate. There are also roads, access tracks, road bridges, road barriers and fencing. In respect of that part of the Pipeline Corridor the subject of the Easement, the previous paragraph above	The Applicants note the matters raised by NTG as to ownership and apparatus within the pipeline corridor. The Applicants' previous submissions in relation to NTG's role and the adequate protective provisions remain relevant – see the Applicants' Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic pages 20-33.

NTG Comment	Applicants' Response
notes the split as to ownership of apparatus as between Sembcorp and NTG. As owner, and through its constituent companies, the party in possession in respect of the Easement area, NTG has supervisory, management and monitoring responsibilities.	

11.2.8 NTG's submissions against the use of compulsory acquisition:

NTG Comment	Applicants' Response
11 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 extent of the New Rights that are being sought in dDCO (REP8-003).	The Applicants agree that the tests in S122 apply where compulsory acquisition powers are sought, and have set out previously the overarching compelling case (see for instance the Statement of Reasons (Document Ref. 3.2, updated version being submitted at Deadline 12) and the Applicants' Written Summary of Oral Submissions at CAH1 [REP1-037]).
12.1 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.	Refer to the Applicants' response to paragraph 6 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 21.
12.2 Second, the areas over which both the New Rights and TP 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 other 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 other safety purposes, and the under should not have	Refer to the Applicants' response to paragraph 7 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 22.

NTG Comment	Applicants' Response
possession as envisaged by Articles 31 and 32 of the dDCO (REP8-003).	
12.3 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.	Refer to the Applicants' response to paragraph 8 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 22.
12.4 Fourth, 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.	Refer to the Applicants' response to paragraph 10 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 25.
12.5 Fifth, the use of powers of CA is totally unnecessary as NTG and the Applicant as part of the voluntary arrangement have agreed that the Applicants can place a pipe within the Pipe Zone area only. It is only the unreasonable delay by the Applicant that has prevented the conclusion of those negotiations.	Refer to the Applicants' response to paragraph 11 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 25. In addition the Applicants note that NTG has confirmed in the Statement of Common Ground (Document Ref. 8.30, further version being submitted at D12, paragraph 4.11.3) that there should be a commitment by the Applicants "not to exercise CA powers… once an Option agreement is in place". The Applicants have, as for other land owners, offered to include a clause in the option agreement which prevents CA powers being exercised unless the agreement is breached.
12.6 Sixth, NTG own in excess of 600 acres of land in the vicinity capable of development: see Annex 1. 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	Refer to the Applicants' response to paragraph 12 in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 26. In addition, the Applicants note that NTG's submissions at Deadline 11 in relation to economic harm are assertions and no evidence or detail is provided in relation to potential development of NTG's land, its form, timescales, or prospects of it coming forward, nor is any evidence provided as to the number or nature of jobs NTG say could be created. These matters are highly relevant to the Examining Authority's assessment of the position, and the Applicants

NTG Comment	Applicants' Response
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. NTG invite the ExA to comment on the potential loss of several hundred job opportunities given the immense degree of uncertainty this wholly unnecessary sterilisation of the North Tees Pipeline Corridor will provide inward investors. NTG's view is that the Applicant has not addressed and has grossly underestimated the economic harm and loss of employment that their potential Project will cause. NTG invite the ExA to comment upon the reasons why this potential Project could sterilise the North Tees development land for a period of 5 years due to the simple fact that the Applicant doesn't know where they are going to lay the pipe and does not want to engage in voluntary agreements as per every other pipeline owner.	refer to their response to CA.2.8 (electronic page 34 of Applicants' Response to the ExA's Second Written Questions [REP6-121].

11.2.9 Temporary Possession:

NTG Comment	Applicants' Response
13.1 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 TP cannot be taken of these plots as access to the fire 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 TP. 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.	Refer to the Applicants' response to paragraph 9.a) in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 22.
13.2 Plot 124b is an area of land south of the Access Road. NTG repeats paragraph 7.2(iv) above relating to its objection to various crossing points being subject to TP. NTG must have unobstructed access across these crossing points at all times for management and safety reasons.	Refer to the Applicants' response to paragraph 9.b) in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 24.

NTG Comment	Applicants' Response
The protective provisions at dDCO schedule 12, part 26 do not protect any land of NTG within the Order limits, and are therefore of no assistance.	
13.3 The time period for the exercise of TP 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.	Refer to the Applicants' response to paragraph 9.c) in Comments on D9 Submissions & Additional Submissions [REP11-014] on electronic page number 24.

11.2.10 CAH3 Action 6:

NTG Comment	Applicants' Response
14 The Applicant's justification for the width of the pipeline is REP8-051. This document admits that design is at an early stage (para 2.2.3), and that the proposed pipe could be routed anywhere within the existing pipelines/structures and therefore the Applicant needs to maintain the flexibility allowed by the acquisition of new rights within the areas shown on the Land Plans: see para 2.2.6. In summary, REP8-051 accepts that no precise location of the proposed pipe has yet been designed out, that it could go anywhere within the corridor, and that the only reason for the width of the corridor is that it gives the Applicant a choice of where to put the pipeline. That is no engineering or technical justification supporting the case for the full width of New Rights sought (about 70m), as it is quite clear that the whole width of the Pipeline Corridor will not be required for the pipeline. Requiring the whole width because the Applicant is not sure where to put the pipeline cannot justify compulsory acquisition as it shows that there is no compelling case for the whole width.	The Applicants do not consider that these submissions by NTG add to the general points it has made previously in relation to the pipeline corridor, and the Applicants' explanation in REP8-051 remains robust and clear. That includes an explanation as to the position reached in design, which is not unusual for a project of this nature at this stage in the consenting, engineering and land process for a major piece of nationally significant infrastructure, and the need for flexibility to be maintained to ensure that the Proposed Development can be delivered. The Applicants have confirmed that rights would only be acquired to the extent required following conclusion of the relevant processes, and which would include liaison with landowners and operators of apparatus, both informally as part of the Applicants' stakeholder engagement process and formally as secured by protective provisions (relating to NTG specifically and to others with interests in the pipeline corridor). None of that reduces the compelling case in the public interest which the Applicants consider exists for the compulsory acquisition of rights sought in relation to NTG (and other) land within the corridor. Indeed, if the Applicants were to seek reduced rights (geographically or in nature) then there is a very real risk that they could not deliver the Proposed Development, and the lack of rights would present an impediment to it proceeding.

NTG Comment	Applicants' Response
15 In summary, the Justification of Corridor Widths show that the Applicant does not know where or how they are going to lay the carbon dioxide pipeline and therefore the Applicant seeks CA and TP rights more than what they will ever require to cover any potential eventuality. This approach, after almost 2 years of discussions, is not reasonable or proportionate given the knock-on consequences for existing and future businesses. Furthermore, the approach is wholly unprecedented for the North Tees Pipeline Corridor	See the Applicants' comments in respect of paragraph 14 above. The Applicants welcome to acknowledgement that there have been almost 2 years of discussions.
16 The ExA should not treat REP8-051 as an engineering or technical document. Firstly, NTG submits that the author, checker and approver are the same individual. It summarises the level of resource and approach by the Applicant to this Project with regards to and in consideration of other existing businesses. There are numerous engineering consultants that could have been engaged that have laid pipelines in the North Tees Pipeline Corridor recently and will be doing so on other Projects imminently. NTG do not understand why FEED for the precise routing cannot be undertaken to protect current and future businesses.	The Applicants are currently in FEED, developing the design and execution strategy of the Proposed Development. The Applicants have a competent and experienced project delivery team in place progressing the Proposed Development. This includes extensive engineering, construction, operations and project management resource directly supporting the project. The Applicants developed the Order Limits with support from pre-FEED contractors who have direct and relevant experience in the Teesside region and specifically the Sembcorp pipeline corridor. During FEED, the Applicants are again utilising contractors with extensive resource and experience in the region. These extensive resources have been utilised in the development of the Application and supported during Examination. It is simply not correct, as NTG appear to assert, that the Applicants do not have or have not engaged appropriate and professional expertise.
17 The excessive rights sought by the Applicant will blight and sterilise the established Pipeline Corridor for many years and adversely affect NTG and other occupiers and tenants. The pipeline is an established commercial Pipeline Corridor governed by pre-existing legal documentation the majority of which dates back to 1998 regulating its use of operation and procedures for work where commercial terms can be readily agreed, where there is full engagement by the developer.	See the Applicants' response to paragraph 14 above, and its Comments on D9 Submissions & Additional Submissions [REP11-014] (electronic pages 15-33).

NTG Comment	Applicants' Response
18 As per the ASI, there should be obligations put on the Applicant to make the most efficient use of the corridor having regard to its current and future use as an essential pipeline commercial corridor serving the industrial Tees basin. There is ample empty space in the middle of the Pipeline Corridor for a new pipeline.	The Applicants would note that representations should not be made during an ASI, to ensure fairness to all parties involved in the examination which is principally a written process and with hearings as set by the Examining Authority. The Affected Party's case should be set out fully in its written representation (due at Deadline 2 in this examination), with later representations only clarifying and building on that. This comment applies to a number of rows below (and is not repeated), where NTG appear to suggest that representations were made at the ASI. The Applicants have conducted a number of surveys of the pipeline corridor to establish the existing conditions and support the routeing design. As part of this, the Applicants note NTG's comments on space in the middle of the corridor. The Applicants will look to utilise available space wherever possible to minimise the impact on existing apparatus. However, the Applicants would note that the routing of the pipeline will not be consistent along the length of the pipeline corridor within NTG land. Existing apparatus enters and exits the corridor at numerous points, therefore the available space varies and is inconsistent. The Applicants are developing a proposed routing taking into account these constraints, and any other constraints that may exist following further surveys, liaison or development by others. The Applicants would also clarify that if Work No. 6 is located in the centre of the pipeline corridor, then the Applicants would still need permanent access rights between the existing access track and the pipeline position, to construct, maintain and operate the pipeline. These rights would be continuous and extend between the final position of the pipeline and the existing access track, over all existing apparatus in between. Rights would also still be required over the existing access track. The Order limits would not, given those circumstances, be any different even if positioning the pipe in the centre of the corridor were possible.
19 As per the ASI, TP powers should not be authorised for areas such as crossing points to	It is clearly unworkable for powers (whether for compulsory acquisition or temporary

NTG Comment	Applicants' Response
access tracks or where there is existing infrastructure/ pipelines already laid and where emergency equipment is in-situ.	possession) to be excluded for parts of the corridor, such as the situations cited by NTG. This would leave significant 'holes' in the Applicants' powers in the DCO and would very likely mean that the Proposed Development was not deliverable. The appropriate solution is protective provisions, see the Applicants' Comments on D9 Representations and Additional Submissions [REP11-014] (various points from electronic page 20 onwards).
20 The Applicants have provided very little actual engineering justification for the widths selected over each part of the Corridor. Para 2.2.3 of REP8-051 states "The new rights extend from 1m outside the edge of the existing northern access track to 1m outside the edge of the existing southern access track." NTG submit that in relation to Plot 120 and Plot 119, where there is no southern access track, the Applicant has chosen an additional area of 20m with no justification.	In plots 119 and 120, there is no established access track for the southern part of the pipeline corridor. The Applicants have assessed this area of the corridor during the development of the Order Limits. It was determined that as there is no established access then additional Order Land was required to support with construction and maintenance access. Plot 119 would also support the construction and maintenance of the pipeline within the existing elevated pipebridge. Due to the elevation, crane operations and working at heights would be required - this form of construction has a greater demand for staging areas for materials and plant compared to areas of the pipeline corridor where only 'at grade' working is required.
21 There is no specific reference to any existing apparatus in REP8-051. For example, if the ExA can recall from the ASI, that there is a 132kV pylon and overhead cables on Plots 120 and 119. The NTG raise the issue as to why CA powers sought in areas that are simply sterilised from current existing apparatus. The Applicant has not provided any justification or made any reference to such apparatus.	The Applicants have made reference to existing apparatus in paragraphs 2.2.7 – 2.2.9 of Justification of Corridor Widths [REP8-051]. The Order limits have been specifically set bearing in mind the existing apparatus, and the potential for additional apparatus to be installed prior to the Proposed Development being delivered, as explained in that document.
22 NTG has stressed throughout the process that the Applicants should not construct apparatus within the existing access tracks or reduce their width through any modifications. The access tracks cannot be reduced any further and are required to allow emergency access/ egress and for vehicles such as cranes for lifting. NTG has retained throughout the Examination that there should be an alternative right for access purposes and the carte blanche sterilisation of everything approach in unreasonable and	The Applicants have addressed the approach to access tracks in the Justification of Corridor Widths [REP8-051], and in the protective provisions in Applicants' Comments on D9 Representations and Additional Submissions [REP11-014] (various points from electronic page 19 onwards).

NTG Comment	Applicants' Response
unacceptable. There is no methodology or rationale to support any of the land requirements by the Applicant.	
23 As explained to the ExA and stressed during the ASI there has been significant, recent Projects and ones that are imminent where the construction of pipelines have comfortably fitted within the existing pipezone area (such as the central area) without the need for additional, excessive land. NTG does not accept the Applicants' assertion that a large width corridor is necessary for these purposes and submits that the ExA cannot place any reliance on the Applicants' position without further specific justification being provided. It would be helpful if the Applicants could at least reference one site specific piece of apparatus for NTG to comment.	The Applicants have illustrated within cross section C of Justification of Corridor Widths [REP8-051] the key existing features within the Order Limits. When these features are assessed with the associated rights sought by the Applicants, as illustrated by cross section C, it shows the basis behind the extent of the compulsory acquisition rights extends from the outer edge of the northern access track to the outer edge of the southern access track. It also illustrates the central area which currently has no existing apparatus (and see the response to point 18 above in relation to that).
24 NTG notes that Cross Section C (Work No 6) is one of the narrowest sections of the corridor. NTG question why the cross section is not to scale and why the cross section is presented in this manner it is when the Applicant entered onto NTG land to undertake 3D imaging and surveying. These images would be more beneficial to the ExA. The cross section is misrepresentative of the facts and one can only assume the details of the survey have not been provided or presented to the ExA as it would identify there is a clear and reasonable path for the development in the centre space.	The purpose of the cross sections is to illustrate the DCO Order Limits and powers in relation to the existing pipeline corridor and access routes. These are to supplement the basis and justification set out in Justification of Corridor Widths [REP8-051]. The objective is not to outline the specific location of individual apparatus, such as via a 3D survey. Instead, cross section C outlines the fundamental features at that point of the pipeline corridor in relation to the extent of rights sought.
25 Absent any specific, detailed and particular explanation to the rights sought, NTG submits that the ExA should conclude that the Applicants have not demonstrated why all the rights sought are necessary.	The Applicants refer to the points above and those in earlier submissions as referenced above.
26 NTG sees no reason why a proportionate and reasonable assessment with due regard to the existing and future apparatus and arrangements in the North Tees Pipeline Corridor cannot be provided following 2 years of discussions.	The Applicants refer to the points above and those in earlier submissions as referenced above.
27 The Applicants intimate that their aim is "to minimise sterilisation of land" for certain parts of the corridor. This pays insufficient regard to the fact that the land affected by the dDCO will be blighted and other development effectively	The Applicants refer to the points above and those in earlier submissions as referenced above.

NTG Comment	Applicants' Response
prevented in the interim. In these circumstances, the unnecessary and overly broad inclusion of land within the North Tees Pipeline Corridor within the dDCO powers runs completely contrary to the Applicants stated aim. NTG submit that the ExA should conclude that the Applicant has not produced land plans to minimise sterilisation of land based on representations to date and the ASI.	
28 To summarise, it is NTG's submission that the site boundary/ easement area is simply too large and in part, inappropriate. Therefore, the area sterilised is too large, and the extent is excessive for the NZT Project requirements. This can be evidenced from the basic fact that the Applicant has agreed a 1 metre easement in the voluntary agreement. Therefore, the sterilisation is unnecessary and excessive. The rights sought extend well beyond the pipezone and ultimately there has been no engineering or technical justifications given for the proposals and no site-specific considerations as per REP8-051.	The Applicants refer to the points above and those in earlier submissions as referenced above.

12.0 ØRSTED HORNSEA PROJECT FOUR LIMITED ("ORSTED")

12.1.1 The Deadline 11 submission by Orsted [REP11-037] includes a written summary of submission at ISH5.

12.2 Applicants' Response

12.2.1 The Applicants have no further comment and would refer the ExA to their Written Summary of Oral Submissions at ISH5 [REP11-015].

13.0 PD TEESPORT LIMITED ("PDT")

13.1.1 The Deadline 11 submission by PDT [REP11-038] includes a response to ISH5 actions points.

13.2 Applicants' Response

13.2.1 The Applicants acknowledge the comments by PDT. Both parties expect to complete the agreement imminently.

14.0 REDCAR BULK TERMINAL LIMITED ("RBT")

14.1.1 The Deadline 11 submission by RBT [REP11-039] includes post hearing submissions for ISH5 and CAH3.

14.2 Applicants' Response

14.2.1 The Applicants acknowledge the comments by RBT and can confirm that both parties are progressing to conclude the associated legal agreements as soon as possible.

14.2.2 In relation to ISH5, the Applicants would refer the ExA to their Written Summary of Oral Submissions for ISH5 [REP11-015].

14.2.3 In relation to CAH3, the Applicants would refer the ExA to their Written Summary of Oral Submissions for CAH3 [REP11-016].

15.0 REDCAR AND CLEVELAND BOROUGH COUNCIL ("RCBC")

15.1.1 The Deadline 11 submission by RCBC [REP11-022] includes responses to the ExA's Third Written Questions (TWQ's) and action points from ISH5.

15.2 Applicants' Response

15.2.1 The Applicants' comments on RCBC's responses to the ExA's TWQs are set out below.

15.2.2 **GEN.3.2 –** RCBC's response is noted. The planning application (Ref. R/2022/0773/ESM) for a lithium hydroxide monohydrate manufacturing plant and ancillary development was taken into account in the Applicants' 'Updated List of Developments' (Document Ref. 9.43 [REP11-015] submitted at Deadline 11. The application is assessed at Section 3.3, with the conclusion being that the application will not have potential for significant cumulative effects with the Proposed Development during construction or operation.

15.2.3 **DLV.3.1 –** RCBC's response is noted. The Applicants would refer the ExA to their response to ExQ2 DLV. 2.1 at Deadline 6 [REP6-121] and their response to DLV.3.1 at Deadline 11 [REP11-018].

15.2.4 **DCO.3.1 –** It is noted that RCBC has no concerns in respect of the provisions of Schedule 13 of the dDCO and is satisfied that it can resource the discharge of the requirements.

15.2.5 **GH.3.1 –** The Applicants note that RCBC is satisfied with the revision to Requirement 13 of the dDCO.

15.2.6 **GH.3.2 –** RCBC's response is noted.

15.2.7 **GH.3.3 –** Response noted.

15.2.8 **HE.3.1 –** Response noted.

15.2.9 **HE.3.3 –** RCBC's response in the issue of a proposed heritage trail is noted. The Applicants would refer the ExA to their response to ExQ2 HE.2.4 at Deadline 6 [REP6-121].

15.2.10 **HE.3.4 –** Response noted.

15.2.11 **HE.3.5 –** Response noted.

15.2.12 **NV.3.1 –** Response noted.

15.2.13 **PPL.3.1 –** RCBC's response is noted. The Applicants would refer the ExA to their response to TWQ PPL.3.1 at Deadline 11 (REP11-018].

15.2.14 **SET.3.1 –** Response noted.

15.2.15 **TT.3.1 –** Response noted.

15.2.16 **TT.3.2 –** Response noted.

15.2.17 **Action 11 Scope of Requirement 32 Decommissioning –** Response noted. The Applicants would refer the ExA to their Written Summary of Oral Submissions for

ISH5 (Document ref. 9.43) [REP11-015] submitted at Deadline 11 in respect of Requirement 32. -

16.0 Sembcorp Utilities (UK) Limited ("Sembcorp")

16.1.1 The Deadline 11 submission by Sembcorp [REP11-028 to REP11-030] includes responses to the ExA's Third Written Questions (TWQs) and post hearing submissions for ISH5 and CAH3.

16.2 Applicants' Response

16.2.1 CA.3.4 i):

6.2.4 – The Applicants maintain their position as set out in section 6.0 of REP7-009. The protective provisions for Sembcorp in Schedule 12 Part 16 requires the Applicants to submit "works details" to Sembcorp prior to commencing the authorised development for approval. The works details include method of working, timing of execution of works and details of vehicles access. The Applicants consider that this provides Sembcorp with the appropriate level of consent and control on the execution of any works by the Applicants and enables alignment with existing arrangements.

6.2.5 – The Applicants are continuing to develop the proposed routing for Work No. 6 during FEED. The final selection of emitters is to be determined by BEIS as part of the cluster sequencing process.

6.2.6-6.2.7 – The Applicants maintain the position outlined in section 6.0 of REP7-009. While the Applicants understand the comments made by Sembcorp, in certain sections of the pipeline corridor the Applicants' view is that it may be appropriate to locate Work No. 6 on the outside edge of the existing apparatus. This could be due to design constraints and/or constructability concerns with locating it in the centre of the corridor. For this reason, in some sections of the corridor the Applicants have included appropriate rights to ensure the continued access along the corridor is protected. There are sections of the pipeline corridor where 1m has not been taken due to physical constraints or changes in land ownership, for example plot 124 where the existing boundary fence to the north prevents widening of the pipeline corridor.

6.2.8 – The Applicants maintain the position outlined in section 6.0 of REP7-009. The Applicants are continuing to develop a proposed routing for Work No. 6, addressing concerns raised by interested parties during technical engagement sessions with their FEED contractor. Until the routeing is fixed and finalised, the Applicants need to ensure that the appropriate rights can be utilised to ensure the Proposed Development can be delivered.

6.2.12 - The Applicants maintain the position outlined in section 6.0 of REP7-009.

16.2.2 CA.3.4 ii):

The Applicants maintain the position outlined in REP8-051. The Applicants' view is that the protective provisions submitted at Deadline 12 in Schedule 12 Part 16 of the draft DCO are appropriate for the role Sembcorp has in controlling and managing the Sembcorp Pipeline Corridor. See also the Appendix to the Schedule of Changes to the Draft DCO (Document Ref. 2.1f, submitted at Deadline 12) which sets out the position in relation to PPs.

16.2.3 CA.3.4 – Definitions of Article 2

i. Definition of Sembcorp: The Applicants have inserted a new Requirement 37 in Schedule 2 of the Order (Document Reference 2.1) that specifies that the term "Sembcorp" where used in Schedule 2 has the same meaning as "Sembcorp" in the protective provisions in Part 16 of Schedule 12. "Sembcorp" is defined as including successors in title and function to the Sembcorp operations in the protective provisions. The effect of this is that successors in title and function to Sembcorp must also be consulted for the purposes of the Requirements in Schedule 2. The definition of "Sembcorp" has been deleted from Article 2. It is not necessary to include a separate definition in Article 2 following the changes made as Sembcorp is not used in the Order other than in Schedule 2 and Schedule 12.

ii. Permitted preliminary works: The Applicants note that this matter can be addressed through the protective provisions.

R11 & R18: The Applicants welcome the confirmation that Sembcorp have no further comments in respect of these requirements.

R37: The Applicants acknowledge the comments made by Sembcorp in their Deadline 11 response and those made during ISH5. The Applicants have removed R37 from the draft DCO submitted at Deadline 12 (Document Ref. 2.1).

16.2.4 CA.3.4 iii):

The Applicants and Sembcorp continue to progress voluntary agreements. The Applicants do not expect to conclude the land agreements with Sembcorp within Examination but will continue to work with Sembcorp to conclude these as soon a practical. The Applicants remain hopeful that agreement can be reached with Sembcorp on the protective provisions within Examination.

16.2.5 CA.3.4 iv):

The Applicants note Sembcorp's comments and will continue to work with Sembcorp to agree the protective provisions.

16.2.6 CA.3.8:

The Applicants have no further comments.

16.2.7 ISH5:

The Applicants refer the ExA to Written Summary of Oral Submissions at ISH5 [REP11-015], where the matters raised by Sembcorp during the hearing are addressed.

16.2.8 CAH3:

The Applicants refer the ExA to Written Summary of Oral Submissions at CAH3 [REP11-015], where the matters raised by Sembcorp during the hearing are addressed.

The Applicants would also note that they will continue to respond to Sembcorp on the legal agreements in a timely way in the pursuit of concluding the agreements as

soon as practical. Both parties have held multiple meetings each week through October with the aim of progressing all matters as much as possible prior to the end of Examination.

17.0 SOUTH TEES DEVELOPMENT CORPORATION ("STDC")

17.1.1 The Deadline 11 submission by STDC [REP11-041] includes post hearing submissions for ISH5 and CAH3.

17.2 Applicants' Response

17.2.1 Permitted preliminary works – the Applicants have amended Part 19 of Schedule 12 of the protective provisions to specify that STDC's consent for works details must now include any permitted preliminary works within the area of numbered works within the areas of numbered works 2A, 3, 4A, 5, 6, 8, 9 and 10 within the Teesworks site. The Examining Authority is directed to Appendix 1 of the Applicants' Schedule of Change for further justification of the Applicants' position with respect to permitted preliminary works.

17.2.2 Article 8 - the Applicants disagree with STDC's proposed changes to Article 8. The Applicants retain the view that informing STDC within 10 working days of a transfer taking effect and in any case prior to the exercise of identified powers is entirely reasonable and proportionate. This drafting has been included in the final DCO submitted at Deadline 12 [Document Reference 2.1]. The Applicants note that at ISH5 STDC referred explicitly to advance notification meaning it could "raise concerns", albeit this doesn't appear in STDC's written summary – it appears from the statement that STDC is in fact seeking a potential role in influencing a transfer, not merely being notified of it. The Applicants' position is that the Secretary of State is the person who requires advance notification and that the same for other parties is not appropriate. This point is picked up further below. The Applicants' full justification for its approach is set out in its Written Summary of Oral Submissions at ISH5 [REP11-015]. With respect to the additional points raised by STDC:

17.2.3 The Applicants disagree that Article 8(5) of the Thurrock Flexible Generation Plant Development Consent Order 2022 provides precedent for its proposal. That the Port of Tilbury London Limited must be notified prior to a transfer of powers in the Thurrock DCO does not mean that it is appropriate to notify STDC in advance in the NZT DCO. The Applicants would point out that the Thurrock DCO does not reflect precedent in other recently made DCOs where prior notification must only be given to the Secretary of State, not landowners. It is notable that STDC has only cited a single DCO where alternative drafting has been proposed.

17.2.4 It is well established that DCO powers can be transferred to other electricity undertakers without prior consent from the Secretary of State. Indeed this drafting is even included at Article 8(4) of the Thurrock DCO STDC refer to above. The Examining Authority is directed to other recently made DCOs for energy generation which contain the same or similar arrangements e.g. Article 5(7) of the Hornsea Project Three DCO 2020. The comparison with non-energy generation projects is not appropriate given the arrangements sought in Article 8 specifically relate to parties holding an electricity licence under the Electricity Act 1989. As set out in the Applicants' EM, it is not necessary or proportionate to require the approval of transfer of DCO powers to electricity undertakers with similar standing. The

Applicants disagree that the mechanism in the DCO for transferring powers without Secretary of State approval provides a basis for STDC requiring additional "comfort" in the form of prior notification. STDC is only seeking a notification. It is not seeking, nor would it be appropriate for it to secure, any form of prior approval. It is therefore unclear what "comfort" would be afforded. Second, the absence of a requirement for Secretary of State approval where a transfer is to another electricity undertaker clearly demonstrates that the Secretary of State is satisfied that this not necessary.

17.2.5 STDC assert that it must be informed prior to the transfer taking effect or the exercise of such powers in order that "may take necessary steps to notify its tenants and manage its wider estate". This fails to engage with the current drafting in the Order, which already requires the undertaker to inform STDC within a maximum of ten working days. The drafting changes sought by STDC (that STDC and Teesworks must simply be notified "before" a transfer) in practice would only ensure STDC would be notified a matter of days before the undertaker is already obliged to notify them. The Applicants also disagree with a dual notification obligation for the benefit of Teesworks Limited (a majority privately owned company with no public authority responsibilities).

17.2.6 The Applicants have not cited any "administrative burden" as a basis for resisting STDC's proposal.

17.2.7 Progress on negotiations – the Applicants have submitted their final set of protective provisions for the benefit of the STDC entities in its Deadline 12 DCO [Document Reference 2.1]. It has provided full justification for the terms of those protective provisions in Appendix 1 of the Schedule of Changes to the DCO [Document Reference 2.1f]. This includes justification as to why it would not be appropriate to include a mechanism in the protective provisions to control the exercise of compulsory acquisition powers over the STDC area.

17.2.8 Tees Dock Road – the Applicants strongly disagree that the exercise of powers of temporary possession over STDC plots 274 and 279 is not necessary. That STDC has suggested an alternative does not mean that the powers of temporary possession powers sought in the Order are not required. The Applicants' position remains as set out in response to CA.2.7 in the Examining Authority's Second Written Questions [REP6-121]. Negotiations are ongoing with STDC and therefore the Applicants are not in a position to remove the Tees Dock Road plots from the DCO at this stage. The Applicants intend to request the relevant plots (the area to be removed has been agreed with STDC) be removed from the DCO upon securing the alternative Lackenby gate access route via a legal agreement with STDC but this will now fall after the close of the Examination. The Examining Authority is directed to page 5 of the Applicants Written Summary of CAH3 [REP11-016] for details. The Applicants have included the proposed changes that would need to be made to the DCO if a legal agreement is secured for the Lackenby Gate access. The Examining Authority is directed to Part 3 of the Schedule of Changes to the DCO [Document Reference 2.1f].

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

18.1.1 The Deadline 11 submission by NSMP [REP11-040] includes responses to the ExA's Third Written Questions (TWQ's) and post hearing submissions for ISH5 and CAH3.

18.2 Applicants' Response

18.2.1 Update on Protective Provisions and Side Agreement – The Applicants continue to engage with NSMP on protective provisions and a side agreement. The Applicants received an extensive mark up on the side agreement only on 17 October 2022. This included numerous new clauses and commitments that had not been discussed between the parties. Following review, the Applicants held a productive call with NSMP on 21 October to understand the basis of the mark up. The Applicants returned comments on 27 October following a detailed review of the drafting.

18.2.2 The Applicants have not received further comments on the protective provisions since returning them to NSMP on 12 October 2022. Given the progress that had been made up to that point and further work between the parties on the Side Agreement, the Applicants have updated the protective provisions in Schedule 12 Part 27 of the draft DCO (Document Ref. 2.1) at Deadline 12. These updates address the concerns that have been raised by NSMP with regards to protection of their operations, continued access to the TGPP facility and specific restrictions on the powers of the DCO around plots 103, 105, 106 and 108. See also the Appendix to the Schedule of Changes to the Draft DCO (Document Ref. 2.1f, submitted at Deadline 12) which sets out the position in relation to PPs.

Written Summary of Oral Case for ISH5:

18.2.3 2. Agenda item 3 – Articles of the draft DCO: The Applicants note the comments by NSMP in relation to the definition of "TG entities". The Applicants have amended the definition in the draft DCO submitted at Deadline 12 (Document Ref. 2.1) to include successors.

18.2.4 3. Agenda item 6 – Schedule 12 Part 4 to 27 of the dDCO – Protective Provisions:

18.2.5 3.1.1-3.1.2 – The Applicants have been addressing these concerns raised by NSMP during ongoing discussions on the protective provisions. The Applicants are confident that the updated protective provisions in Schedule 12 Part 27 of the draft DCO (Document Ref. 2.1) at Deadline 12 provide adequate protection for NSMP to address these matters. See also the Appendix to the Schedule of Changes to the Draft DCO (Document Ref. 2.1f, submitted at Deadline 12) which sets out the position in relation to PPs.

18.2.6 3.1.3-3.1.5 – The Applicants have amended the definition of NSMP operations at Deadline 12 to address the concern raised by NSMP. In addition, the indemnity protection has been amended.

18.2.7 3.1.6-3.1.7 – The Applicants' preference remains to conclude voluntary agreements with NSMP and the Applicants will continue to engage with NSMP accordingly. In

relation to the compulsory acquisition rights sought by the Applicants. These are required to ensure that the Proposed Development can be brought forward in the event a voluntary agreement cannot be reached. The Applicants have set out the justification for compulsory acquisition powers in the Statement of Reasons (Document Ref. 3.2) submitted at Deadline 12.

Written Summary of Oral Case for CAH3:

18.2.8 2.1-2.2: Agenda Item 4 – Compulsory Acquisition: The Applicants have provided responses to NSMP on the draft agreements. The Applicants shared updated protective provisions with NSMP on 12 October 2022 and updated Heads of Terms on 13 September 2022. Responses on both are awaited by the Applicants. In parallel, the Applicants have also been negotiating a side agreement with NSMP. A mark up for this was most recently shared by the Applicants on 27 October 2022, with further updates to follow, after Deadline 12. The Applicants have and continue to engage with NSMP proactively and provide timely responses during negotiations.

18.2.9 2.3-2.6: The Applicants note NSMP's comments and have been engaging with NSMP on the protective provisions to address these specific concerns with regards to access to plot 110 via plot 105 and/or plot 106. The Applicants have included a mechanism in Schedule 12 Part 27 of the draft DCO (Document Ref. 2.1) at Deadline 12 to restrict access powers associated with plots 105 and 106. See the Appendix to the Schedule of Changes to the Draft DCO (Document Ref. 2.1f, submitted at Deadline 12) which sets out the position in relation to PPs.

19.0 TEESSIDE WIND FARM LIMITED ("TWFL")

19.1.1 The Deadline 11 submission by TWFL [REP11-042] includes a response to ISH5 actions points.

19.2 Applicants' Response

19.2.1 The Applicants acknowledge the comments by TWFL. Both parties expect to complete the agreement imminently.