

# THE YORK POTASH HARBOUR FACILITIES ORDER 201X

## Applicant's Responses to Examining Authority's Second Questions



Document 8.6

York Potash Limited

6 November 2015

**YORKPOTASH**  
A Sirius Minerals Project



**Planning Act 2008 (as amended) and the Infrastructure Planning (Examination Procedure) Rules 2010 (as amended)**

**TR030002: Application by York Potash Limited for an Order Granting Development Consent for the York Potash Harbour Facilities**

**Examining Authority's Second Round of Questions 16 October 2015**

Ref	Question For	Question	Applicant's Response
<b>Compulsory Acquisition (CA)</b>			
CA 2.1	Applicant	<p><i>The need for amended land Plans amendments to Schedule 3 and Book of Reference:</i></p> <p>(a) Please provide amended land plans to show the subdivision of Plot 8 to relate to the two alternative alignments for the conveyor, and any other subdivisions that may be required to give effect to the alternatives; it would be preferable for the plans to distinguish those plots that would only be required on one of the alternative routings.</p> <p>(b) Please provide consequential amendments to Schedule 3 and an updated Book of Reference to relate to the intended treatment of these alternatives.</p>	<p>(a) Please see amended Land Plans (Document 2.1A-N). Plot 8 has been divided so that in the event that the southern conveyor route is elected, plot 8a would not be required and plots 8b and 8c would only be required for the temporary compound D and access thereto. In the event that the northern conveyor route is elected, plots 8a, 8b and 8c would all be required. Schedule 3 of the draft DCO (Document 4.1C) has been amended to explain which classes of rights would be required over these plots in both circumstances.</p> <p>(b) Please see updated draft DCO (Document 4.1C) and updated Book of Reference (Document 5.3A).</p> <p>The Book of Reference has also been amended to include the interests referred to in representations submitted on behalf of Tata Steel UK Limited and others.</p> <p>A tracked change and clean version of the Book of Reference have been submitted.</p>



CA 2.2	Applicant	<p><i>The land proposed to be subject to compulsory acquisition on the northern route option</i></p> <p>Please confirm the observation made at the site visit that the conveyor would not interfere with the conveyor installation on the Redcar Bulk Terminal site (RBT).</p> <p>Please also confirm that, as the northern part of the strip would only be required for maintenance as opposed to operational access (which would be via the southern pipeline corridor where there are already access roads) there would be no restriction on the ability of loaders or other vehicles operated on behalf of RBT or related interests from gaining access around the south side of the RBT conveyor system; and</p> <p>As only rights to construct the overhead conveyor and thereafter maintain it are sought, that it is accepted by the Applicant that following construction the land could remain wholly within the RBT/Tata/SSI security fence with access only required by the Applicant on occasion, after due notice, for maintenance purposes.</p>	<p>Confirmed.</p> <p>During the operational phase of the works the main operational access to the quay will be along the southern pipeline corridor regardless of the conveyor route. If the northern route is selected an access road would be installed along the northern route to enable convenient access for routine maintenance activities. This will not be incompatible with access to RBT infrastructure which can be maintained by utilising the arrangement shown on Document 3.16 which has been incorporated into Works No. 5 by an amendment to Schedule 1 of the draft DCO (Document 4.1C). Document 3.16 accompanies this submission.</p>
CA 2.3	RBT/Tata Steel UK/The Liquidators of SSI UK	<p><i>Compulsory acquisition of rights over the hot metal rail route and Tata/SSI access road and in relation to the northern conveyor route option.</i></p> <p>In view of the cessation of steel-making and coking at the Redcar site, please indicate whether the concerns over the issue of constructing the Potash Conveyor over the hot metal rail route while in use are now allayed, even if the points of concern over the conveyor's presence over potentially resumed hot metal movements at some future date remain.</p>	<p>The Applicant would point out that the SSI road bridge and hot metal rail bridge are constructed on land owned by Sembcorp. As owners of the freehold Sembcorp also own the airspace above the land. Rights to construct, access and operate the rail and road bridges were granted but this does not cede control of that airspace to SSI or TATA.</p>

		In the light of the clarification provided on site and in respect of which confirmation is sought under questions <b>CA 1.2</b> , is objection to the possible use of the northern conveyor corridor still maintained in relation to the operation of RBT and related coal stacking areas?	
CA 2.4	Applicant	<p><i>s127 and s138, including Protective Provisions</i></p> <p>Please provide a further update of negotiations with all statutory undertakers and provide additional or amended protective provisions for inclusion in the DCO and of any related agreements, particularly the provisions necessary to address the objections of Northumbrian Water, but also any further changes that may be required beyond the 2 October 2015 version of the DCO.</p>	<p><u>Northumbrian Water Limited</u></p> <p>Agreement with NWL is imminent and it is anticipated that NWL will be in a position to remove its objections shortly.</p> <p><u>Northern PowerGrid</u></p> <p>Northern PowerGrid have recently contacted the Applicant again. Having previously indicated that they had no live assets in the Order limits, they have confirmed that a cable does come within the boundary of the Order limits. The authorised development and the location of the existing cable are entirely compatible and discussions are proceeding with Northern PowerGrid on this basis. It is not anticipated that specific protective provisions will be necessary.</p> <p><u>Network Rail</u></p> <p>Discussions with Network Rail are progressing with a view to achieving a commercial agreement. Network Rail have recently confirmed to the Applicant that there are no other issues of concern to them, it is simply a question of commercial terms being agreed. The Applicant cannot be confident that a position will be agreed and therefore there remains a need for the compulsory acquisition provisions to apply to this asset. Please see Appendix 1 of Document 8.5 submitted for Deadline 3 comprising submissions pursuant to s127 Planning Act 2008.</p> <p><u>National Grid</u></p> <p>Arrangements have been agreed and completed with National Grid and they are now content. This has been confirmed to the</p>

		<p>Although you have stated that s138 of the 2008PA, as amended, will not be applicable please confirm explicitly, that s138 would not be applicable in relation to the proposed modifications to the A1085 roundabout to provide temporary construction access.</p>	<p>ExA by email dated 3 November 2015 at 11:13 removing National Grid's objection to the application.</p> <p><u>PD Teesport Limited (the Harbour Authority)</u></p> <p>PD Teesport Limited have advised the Applicant of two minor corrections required to Schedule 11 and these have been incorporated in the revised draft DCO (Document 4.1C). Schedule 11 is therefore agreed.</p> <p>The Applicant confirms explicitly that s138 will not be applicable in relation to the minor works to be carried out to the A1085 roundabout (pursuant to article 30 of the DCO). To be clear, these works are shown on Document 3.14 and are so limited that they will require no road closure in order for them to be carried out. There will simply be appropriate traffic management measures used. The anticipated length of time a contractor would need to carry out these works is approximately 3 weeks.</p>
CA 2.5	Applicant	<p><i>Company structures</i></p> <p>[Please note that Cleveland Mining Company Ltd is not an American company, as suggested by the Applicant during the hearings and stated in paragraph 2.24 of the Applicant's written post hearing submissions, but an Australian one. The ExA nevertheless accepts that it has no connection with Cleveland Potash.]</p>	Noted.
<b>Development Consent Order (DCO)</b>			
DCO 2.1	Applicant/MMO	<p><i>Article 2: Definition of "maintain" and "commencement"</i></p> <p>The ExA notes that the MMO still considers that the definition of "maintain" is too wide. Please consider whether the words used to amplify its meaning might be further restricted.</p>	<p>Please see <b>Appendix 1</b> for the Applicant's response to points made by the MMO which have not been incorporated in the revised draft DCO (Document 4.1C). Please also see the Applicant's to Q1 DCO 1.3 (Document 8.2).</p>

		In addition, is the definition of "commencement" now included appropriate for the works included within the Deemed Marine Licences (DML) or should there be an exclusion of DML works or a separate definition included for works within the DML?	<p>The draft DCO submitted for Deadline 3 (Document 4.1B) incorporated a revised definition of "commencement" which distinguishes between commencement in respect of the licensed activities in the DML and the remainder of the authorised development.</p> <p>The Applicant has had sight of the MMO's response to this question and notes that the MMO are content both with the definition of "maintain" and the definition of "commencement".</p>
DCO 2.2	Applicant	<p><i>Jurisdiction of Harbour Authority</i></p> <p>Please provide the amendment to the Explanatory Memorandum promised to explain the import of the latest changes made to the DCO that relate to the jurisdiction of the Harbour Authority.</p>	<p>The following explanation has been agreed with the Harbour Authority:</p> <p>Schedule 11 includes a reference to the harbour authority's "relevant limits of jurisdiction". This is because the jurisdiction of the harbour authority extends into a significant part of the land side of the Order land, for historic reasons. The purpose of identifying the "relevant " jurisdiction is to ensure that the protective provisions for the harbour authority will not apply in relation to activities on land which is above the level of high water unless the activities actually affect the River Tees or any function of Tees Port Authority as harbour authority.</p> <p>The appropriate confirmation of this has been included in the revised Explanatory Memorandum (Document 4.2B) (see paragraph 12.23).</p>
DCO 2.3	Applicant	<p><i>Wording of Articles 14(6)</i></p> <p>Please define the meaning of "as may be practicable" or otherwise qualify the meaning of this provision?</p>	<p>The expression "as may be practicable" is not used in the article. Instead a qualified expression is used, being "reasonably practicable".</p> <p>This wording of this article follows precisely the wording in previous Orders including the Dogger Bank Teesside A and B Offshore Wind Farm Order 2015 (S.I. 2015/1592).</p>

DCO 2.4	Applicant/All interests parties seeking protective provisions in relation to pipelines of other transport links, in particular CATS Management, DEA, SABIC, Huntsman and RBT/Tata Steel UK/ The liquidators of SSI UK	Please provide an update of progress on securing agreed protective provisions, together with amended schedules for the DCO.	<p>Discussions are proceeding on the protective provisions and during these discussions it has been thought helpful to refer to the pipeline corridor (to which Schedule 9 relates) by reference to a plan. The Applicant has therefore prepared a series of plans identifying the pipeline corridor. These are submitted with this response as Document series 3.15.</p> <p><u>Sabic/Huntsman/DEA</u></p> <p>Following the CA hearing on the 24<sup>th</sup> September 2015, the Applicant submitted an amended set of protective provisions to Bond Dickinson acting on behalf of the above parties. The Applicant then met with Bond Dickinson and their clients on 16<sup>th</sup> October and on 21<sup>st</sup> October provided Bond Dickinson with a further revision to the protective provisions in light of that meeting.</p> <p>In the absence of a response from Bond Dickinson the protective provisions contained in Schedule 9 of the draft DCO (Document 4.1C) are those submitted to Bond Dickinson on 21<sup>st</sup> October and represent the protective provisions the Applicant considers to be appropriate, subject to further consideration of any response from Bond Dickinson and the ongoing discussions with BP CATS referred to below.</p> <p><u>BP CATS</u></p> <p>Discussions have been ongoing with BP CATS before and since the last hearing date in relation to any issues of concern. Although discussions with BP CATS over the last year or so have been focussed upon the project plans, BP CATS have only recently advised the Applicant that part of the route of the BP CATS pipeline within the Order Land is incorrectly shown on the plans. The route on the plan was that shown on plans supplied to the Applicant by Sembcorp and there had been no prior indication from any party that this was inaccurate.</p> <p>This requires a change to the layout plans (ground level) and conveyor route plans (Document series 3.2 and 3.3). The necessary amended plans are submitted with this response and</p>
---------	---	---	--

			<p>the ExA is requested to accept them in substitution for the equivalent Document 3.2 and 3.3 series plans submitted with the application.</p> <p>In addition, in light of the newly advised alignment of the BP CATS pipeline, it has been necessary to amend the layout of Temporary Compound D to avoid building over the pipeline and a revised layout for Temporary Compound D is shown on an updated revision of Document 3.4E. The ExA is asked to accept this plan in substitution for the plan submitted with the application.</p> <p>BP CATS representatives attended the meeting with SABIC/Huntsman/DEA and the Applicant on 16<sup>th</sup> October referred to above and the subsequently revised protective provisions were sent to BP CATS lawyers at the same time as sending them to Bond Dickinson on 21<sup>st</sup> October. A response has been received and is the subject of ongoing discussions which will not be completed in advance of Deadline 4. Accordingly, the protective provisions contained in the draft DCO (Document 4.1C) are those submitted to BP CATS on 21<sup>st</sup> October. Following a meeting with BP CATS held on 4<sup>th</sup> November 2015 a further meeting is planned for the week beginning 9<sup>th</sup> November. Discussions have been positive and it is hoped that an agreed version of the protective provisions can be produced by the date of the DCO hearing on 24<sup>th</sup> November 2015.</p> <p>Revised constructability notes have been produced for the northern and southern corridor and these replace the constructability note previously submitted in relation to the BP CATS asset. The new constructability notes are contained in <b>Appendix 2</b>.</p> <p><u>TATA/SSI</u></p> <p>Please see separate response to TATA/SSI late written submission date 8<sup>th</sup> October 2015 at <b>Appendix 3</b>.</p> <p>In its late representation, TATA/SSI offered some suggested amendments to the protective provisions contained in</p>
--	--	--	---

			<p>Schedules 9 and 10. The amended Schedule 9, which followed discussions with Bond Dickinson and representatives of BP CATS, incorporates amendments sought by TATA/SSI as felt appropriate. Amendments to Schedule 10 were also made in light of the representations of TATA/SSI. Both Schedules 9 and 10 amended protective provisions were submitted to TATA's/SSI's lawyer on 28<sup>th</sup> October. A response to the revised schedule 10 was received on 4<sup>th</sup> November. Time has not permitted the Applicant to give consideration to the further amendments sought prior to Deadline 3. The protective provisions contained in the draft DCO (Document 4.1C) are substantially those submitted to TATA/SSI's lawyer on 28<sup>th</sup> October and represent the protective provisions the Applicant considers to be appropriate subject to consideration of the further suggested amendments received on 4<sup>th</sup> November.</p> <p>The TATA/SSI constructability notes have been revised and is now submitted in substitution for the previous notes. Copies are contained in <b>Appendix 2</b>.</p> <p><u>National Grid</u></p> <p>Protective provisions are agreed and remain unchanged from those contained in draft DCO (Document 4.1B) submitted for Deadline 3.</p> <p><u>Network Rail</u></p> <p>Protective provisions are agreed with the exception of the compulsory acquisition provisions. See also the Applicant's answer to CA 2.4 above.</p> <p><u>PD Teesport Limited (the Harbour Authority)</u></p> <p>As mentioned above, protective provisions are agreed and, apart from two minor amendments (agreed with the Tees Port Authority), remain unchanged from the version contained in the draft DCO submitted for Deadline 3 (Document 4.1B).</p>
--	--	--	--



DCO 2.5	Applicant/All affected Statutory Undertakers	Please provide an update of progress on securing agreed protective provisions, together with amended schedules for the DCO. [See also Question CA 2.4]	See answer to DCO 2.4 and CA 2.4 above.
DCO 2.5	Applicant	<p><i>Article 38 Certification of Plans</i></p> <p>An explanation as to why certain plans may not need to be certified has been given. Revised plans have been provided of the two proposed permanent compounds to show the location of screen fences. Do these plans need to be certified?</p>	<p>The intention is that all plans and documents referred to in the DCO are referred to in article 38.</p> <p>The fencing plans are referred to in the updated Parameters Table (Document 6.9A), which is a document referred to in article 38. It is not intended that every document referred to in a document which is certified should also be certified.</p>
DCO 2.6	Applicant  Redcar and Cleveland Borough Council (RCBC)/Natural England (NE)/ the Marine Management Organisation (MMO)	<p><i>Design approval (Requirement 3)</i></p> <p>Please can the Applicant define in Article 2 of the draft DCO the term "further environmental report" as referred to in requirements 3(3) and 3(4)?</p> <p>Are RCBC, NE and the MMO satisfied that the new Requirements 3(3) and 3(4) are adequate to address the concerns raised previously raised regarding the potential need for surveys to establish the baseline prior to commencement of Phase 2 of the development?</p>	Please see addition to article 2 in the revised draft DCO (Document 4.1C).
DCO 2.7	Applicant	<p><i>Requirement 6 in the draft DCO - Construction Environmental Management Plan (CEMP)</i></p> <p>Please can the Applicant define in Article 2 of the draft DCO, the term "ecological mitigation works", to provide a definition of the scope of works covered by this description.</p> <p>Requirement 6(2) provides that the CEMP may be altered by approval in writing from the Local Planning Authority (LPA). The draft DCO provided at DL3 [REP3-003 and REP3-004] includes an amendment to Requirement 6(2) which stipulates</p>	Please see addition to article 2 in the revised draft DCO (Document 4.1C). The ecological mitigation works are those set out in the Outline Ecological Management Plan (Document 6.11A).



		requirement, to provide clarity on the mitigation required (via the Governance Tracker)?	
DCO 2.9	Applicant/RCBC/MMO	<p><i>Schedule 2 Requirements and Schedule 5 DML – provision for appeals against non-approval and consistency</i></p> <p>There does not appear to be provision included for appeals against refusal of approval under requirements or conditions as would typically be found within a DCO. Should such provisions be inserted?</p> <p>Most, but not all, approvals are referred to as being in writing. Should not this always be the case? Most requirements, provisions and conditions are phrased in terms of “must” or “shall” but some are phrased in lesser terms. Should not “shall” be avoided in favour of “will” or “must”, and terms necessitating strict adherence be used throughout?</p>	<p>Please see article 9 of the draft DCO (Document 4.1C) which contains the provisions relating to appeals against refusal of approval under requirements. New sub-paragraphs (3) and (4) have been added to apply this to DML conditions to ensure that there is an appropriate mechanism to obtain approval.</p> <p>The revised draft DCO (Document 4.1C) has responded to these points where the Applicant considers it is appropriate.</p>
DCO 2.10	Applicant/MMO	<p><i>Provisions of Schedule 5 DML</i></p> <p>Would replacement of “unnecessarily” by “unreasonably” be more appropriate in paragraph 17? There does not appear to be a provision precluding the presence of two piling boats at any one time as sought in representations?</p>	<p>This has been changed in the revised draft DCO (Document 4.1C).</p>
DCO 2.11	Applicant	<p><i>Incorporation of Schedule 6 within Schedule 5</i></p> <p>Although it has been raised before, to be operative a Schedule has to relate to provisions in an article in the body of the DCO. This does not appear to be the case in respect of Schedule 6. Further it is not considered that one schedule can have another appended to it. Consequently, should not Schedule 6 be incorporated within paragraph 3 of Schedule 5?</p>	<p>Please see new article 4(2) in the draft DCO (Document 4.1C).</p>

DCO 2.12	Applicant/Tees Port Authority/MMO	<p><i>Schedule 11</i></p> <p>Paragraph 3 controls the location of the quay with reference to the parameters in Article 4, but is there a need to refer to the provisions of the DML?</p>	<p>Schedule 11 contains the protective provisions for the Tees Port Authority. Paragraph 3 is only concerned with restricting the extent to which the quay can extend into the River. The DML provides more detailed control over the dimensions and design of the quay. It is not the role of the harbour authority to control these matters and, from discussions with the harbour authority they see no reason for there to be a reference to the DML in paragraph 3 of Schedule 11.</p>
DCO 2.13	<p>All IPs (in particular the MMO/NE/RCBC</p> <p>Applicant</p>	<p><i>Hierarchy of Plans</i></p> <p>The Applicant provided at DL1 a diagram showing the hierarchy of plans identified in the draft DCO and DML to deliver the mitigation identified in the Environmental Statement (ES) and the Habitat Regulations Assessment (HRA) Report [REP1-031].</p> <p>Please consider whether all plans identified in the DCO/DML have been identified on the diagram – if not, what is missing? Please also consider whether the wording in the requirements/articles/conditions, referred to as being the mechanism to deliver the plans identified in the diagram, is sufficient and does actually require the delivery of these plans?</p> <p>Please provide by Deadline 5, a revised hierarchy plan to identify how each plan would be secured through the DCO/DML where this is not currently stated on the diagram i.e. the diagram does not state how the Lagoon Monitoring Plan would be secured.</p>	<p>To be amended for Deadline 5. The only amendment to be made will be the deletion of the "lagoon monitoring plan" and the inclusion of the words "(including pre and post monitoring)" after "lagoon habitat enhancement plan". There will some additional document number references added.</p>
DCO 2.14	Applicant/Environment Agency (EA)/RBC/MMO	<p><i>Clarity with regard to enforcement</i></p> <p>Are the local planning authority and MMO satisfied that there is sufficient clarity as to the responsible body with regard to enforcement of the various</p>	<p>Please see response to Ec 2.1 below.</p>

		requirement, provisions and conditions? For example is there a need to define "land" generally in relation to the DCO and not just in Article 16? The points raised in question Ec 2.1 may also be relevant.	
DCO 2.15	Applicant	<i>Existing environmental permit (Bran Sands Lagoon landfill site)</i>  Please provide an update on when you propose to apply for the transfer of the environmental permit for the Bran Sands Lagoon landfill site?	The Applicant is obliged to procure a transfer of the environmental permit within 12 months following the exercise of its option to purchase the majority of the site from ICI.
DCO 2.16	MMO/Applicant	The MMO confirmed at DL3 [REP3-001] that all activities relating to works below MHWS should be included in the DML, which would include the lagoon. Please can the MMO clarify whether they are seeking amendments to the DML to include works/activities in the lagoon and whether work no.3 (lagoon habitat enhancement) in Schedule 1 of the DCO should be amended [REP3-003 and REP4-004]?	The lagoon enhancement works are governed by the MMO (being works below mean high water springs (MHWS)) – see paragraph 7 and 48 of the DML (Schedule 5 of the DCO). Schedule 1 (which describes the authorised works) should not be amended because the purpose of that schedule is to set out the authorised works, not to identify within whose jurisdiction they lie.
DCO 2.17	RCBC/MMO/Applicant	<i>Works beyond Mean Low Water (MLW)</i>  Is there a need for insertion of an article to bring any physical works undertaken below MLW that will project above sea level within the jurisdiction of Redcar and Cleveland borough Council as local planning authority under the principle of accretion?	Land below MHWS is within the jurisdiction of the MMO and is licensed through Schedule 5. Land above mean low water is within the jurisdiction of Redcar and Cleveland Borough Council however where that also is below MHWS the MMO's jurisdiction has priority. Priority has been given to the MMO in the draft DCO. It is anticipated that RCBC and the MMO will cooperate with each other on any matters of common interest to them.  The Applicant does not believe that there are any accretions to which the principle of accretion apply in this instance.
<b>Project Need, Project Description, Alternatives and Route Selection (PAR)</b> ES Chapter 3			

Par 2.1	RBT/Tata Steel UK/The Liquidators of SSI UK/RCBC/Applicant	<p><i>Crossing of A1085 and Hot Metal rail route/access road</i></p> <p>Please indicate whether you are able to provide any further evidence beyond the alternative options referred to in the Tata/SSI submission of 9 October 2015 to counter that put forward by the Applicant and accepted by pipeline operators as to why the conveyor cannot cross these corridors underground. The Applicant and any other concerned IP should comment on the 3 options shown in the 9 October 2015 submission from Tata/SSI.</p>	Please see <b>Appendix 3</b> .
<p><b>Ecology (Ec) and Habitat Regulations Assessment (HRA)</b> ES Chapter 11 and Habitat Regulations Assessment</p>			
Ec 2.1	Applicant/MMO/NE	<p><i>Ecological Management Plan and related plans</i></p> <p>As discussed at the hearing on 25 September 2015, please rationalise the content of the various ecological Management and related plans covering the Bran Sands Lagoon enhancement and protection of marine mammals so that the primary responsibilities of NE and the MMO above and below high water are clearly distinguished and related documents are referred to in the appropriate place within the requirements in Schedule 2 or the deemed marine licence in Schedule 5 and elsewhere in the DCO.</p>	<p>The Outline Ecological Management Plan (Document 6.11A) and subsequent ecological management plans approved under article 9 are the responsibility of RCBC. Any aspects of those plans which relate to works below mean high water springs are also required to be approved by the MMO (see requirement 9).</p> <p>The Bran Sands lagoon enhancement works, being primarily works below mean high water springs are dealt with by the MMO (paragraphs 7 and 28 of Schedule 5). There is an overlap and therefore the authorities will be required to consult and cooperate with each other.</p> <p>It understood that the MMO and NE are content with this position, subject to the revisions made to requirement 9 in Schedule 2 and paragraph 7 of Schedule 5 of the draft DCO (Document 4.1C).</p>
Ec 2.2	Applicant	<p><i>Marine Ecology and related matters</i></p> <p>Please respond to the outstanding points in the schedule provided by the MMO on 2 October 2015 that are not already covered in the latest 2</p>	Please see <b>Appendix 1</b> for the Applicant's response to points made by the MMO which have not been incorporated in the revised draft DCO (Document 4.1C).

		October draft of the DCO, with updated DCO text provided as appropriate.	
HRA 2.1	NE/Applicant	<p><i>Qualifying interests of the Teesmouth and Cleveland Coast Ramsar</i></p> <p>Within Section 5.1 of NE's Written Representations, NE identify the Sandwich Tern (non-breeding) as a qualifying interest of the Teesmouth and Cleveland Coast Ramsar and this is referred to in the accompanying 2000 citation [REP1-017]. However, the Sandwich Tern is not included in the 2008 Ramsar Information Sheet. Could Natural England please clarify and, if the Sandwich Tern is a current qualifying interest, please indicate to the Applicant by Deadline 4 what, if any, further information should be provided by the Applicant. The Applicant should provide <u>any such information by Deadline 5</u>.</p> <p><i>Teesmouth and Cleveland Coast Special Protection Area (SPA)</i></p> <p>Natural England has drawn attention to prospective extension to the Teesmouth and Cleveland Coast SPA to include the intertidal areas as well as the Bran Sands Lagoon and Dabholm Gut near as a result of Common Tern foraging. NE has advised that the ExA may wish to consider whether the Applicant's HRA should include consideration of the potential addition of the intertidal area to the SPA extension at this stage, to future proof the proposal.</p> <p>Please can Natural England clarify whether they expect the Applicant to provide further information to the ExA to allow for an assessment of Common Tern in respect of the potential extension to the SPA to include the intertidal foraging area? If so, please can NE indicate what</p>	<p>NE has provided to the Applicant a copy of its responses to the ExA's second questions and the Applicant is therefore able to provide the information requested for Deadline 5 with this response. A note relating to the Ramsar site and the SPA is therefore contained at <b>Appendix 4</b>.</p> <p>NE has confirmed that Sandwich Tern is a qualifying feature of the Teesmouth and Cleveland Coast Ramsar site. This species has already been considered within the Habitats Regulations Assessment because it is an interest feature of the Teesmouth and Cleveland Coast SPA. However, for completeness, revised screening and integrity matrices have been provided by the Applicant to include consideration of Sandwich Tern as a qualifying feature of the Ramsar site (see <b>Appendix 4</b>).</p>



		<p>further information, if any, should be provided by the Applicant by Deadline 4.</p> <p>The Applicant should provide <u>any such information by Deadline 5.</u></p>	<p>The note contained in <b>Appendix 4</b> provides the Applicant's view on the consideration of Common Tern and the implications of the proposed extension of the SPA. This is provided as a supplemental note to the HRA; it is not felt necessary to amend and reproduce the whole HRA.</p>
HRA 2.2	NE	<p><i>North York Moors Special Area of Conservation (SAC), SPA and Arnecliff and Park Hole Woods SAC</i></p> <p>NE has only identified Teesmouth and Cleveland Coast SPA and the Teesmouth and Cleveland Coast Ramsar sites in their Relevant Representation [RR-007], Written Representation [REP-015] and Statement of Common Ground (SoCG) with the Applicant [REP1-051], as being the relevant designated sites of concern in relation to the Harbour Facility application. However, for the avoidance of doubt, please can NE confirm that they agree with the Applicant's conclusion of no likely significant effects on the following European sites from the project alone and in combination with other plans and projects, including the other elements of the overall York Potash Project?</p> <ul style="list-style-type: none"> <li>• North York Moors SAC</li> <li>• North York Moors SPA; and</li> <li>• Arnecliff and park Hole Woods SAC</li> </ul>	
HRA 2.3	NE	<p><i>Clarification of HRA conclusion</i></p> <p>It is noted that in NE's SoCG with the Applicant, NE agrees that there would not be an adverse effect on the Teesmouth and Cleveland coast SPA, or any other European designated site due to the Harbour Facility application (paragraph 6.22, York Potash and Natural England SoCG [REP1-051]). Can it be assumed that this statement includes</p>	

		the Teesmouth and Cleveland Cost Ramsar site and applies to consideration of the Harbour Facility alone and in-combination with other plans and projects, including the other elements of the overall York Potash Project? Please can NE confirm that this assumption is correct?	
HRA 2.4	Applicant	<p><i>Mitigation and Monitoring Strategy (MMS)</i></p> <p>Within 6.2.8 of their Written Representation [REP1-015] NE expressed concern that the ongoing monitoring and management of the Bran Sands Lagoon habitat creation has not been clearly described in the original MMS provided in the HRA Report [APP-127 and APP-128]. The MMO also expressed a similar concern in their Written Representation and response to the ExA's first written questions [REP1-012]. The Applicant provided a MMS at DL2 [REP2-006].</p> <ol style="list-style-type: none"> <li>1. Please can the Applicant clarify whether the MMS provided at DL2 [REP2-006] includes any amendments from the previous version provided with the DCO application (Appendix 3.1, HRA Report [APP-128])? If yes, please can the Applicant explain what these amendments are and why they have been made?</li> <li>2. Please can the Applicant clarify how the lagoon enhancement works would be maintained throughout the operation of</li> </ol>	<ol style="list-style-type: none"> <li>1. Please see further amended Mitigation and Monitoring Strategy (Document 6.12A). At Deadline 2, amendments were made to this strategy to address NE's comments in paragraph 4.2 of its representation (dated 25 June 2015). These amendments were to section 4.2 – text under “stage 6” The Applicant intended to incorporate a further amendment proposed by Natural England (to the wording at stage 9 of drawing PB1586-SK466), but this was omitted in error. The MMS submitted with this response (Document 6.12A) has been further amended, at paragraph 5.4 (to confirm the provision of artificial nesting platforms if an open quay structure is developed) and paragraph 6.3 (to strengthen the commitment to intervention measures). The amendment omitted in error at Deadline 2 has also been incorporated.</li> <li>2. The maintenance of the lagoon enhancement works may comprise intervention measures should it be determined through the proposed monitoring of the</li> </ol>

	<p>All IPs (in particular NE/EA/MMO)</p>	<p>the proposed development and how this has been provided for in the MMS?</p> <ol style="list-style-type: none"> <li>3. Are IPs satisfied that the MMS [REP2-006] submitted by the Applicant for Deadline 2 adequately secures the relevant mitigation relied on to reach the Applicant's HRA conclusion of no adverse effect on the Teesmouth and Cleveland Coast SPA and Ramsar sites and addressed their previous concerns raised in relation to the operational monitoring and management of Bran Sands Lagoon? If not, can they explain why not?</li> <li>4. Are all IPs content that the MMS is adequately secured in the revised DCO submitted at DL3 [REP3-002 and REP3-004] under Paragraph 7 of Part 2 and Condition 48 in Part 4 of the draft DML in Schedule 5 and as a certified Plan under Article 38(h) of the draft DCO? If not, can they explain why not?</li> <li>5. Section 6.3 of the MMS provides some indication of the adjustments that could be made to the created habitats within the lagoon as intervention measures. The Applicant explains that it is not possible to definitely state what the intervention measures might be because the measures that may be required depend on analysis of the reasons the habitat enhancement proposals are deemed to be not meeting their objectives. Are the IPs satisfied that the proposed mechanisms in the MMS to adapt the strategy where the indicators of success are not being met, are sufficient?</li> </ol>	<p>lagoon enhancement works that intervention measures are required in order to ensure that the Indicators of Success are reached. See amendment to paragraph 6.3 of the updated MMS (Document 6.12A).</p>
--	--	---	--

		If not, what additional mechanisms are required?	
HRA 2.5	NE	<p><i>Construction lighting design</i></p> <p>Paragraph 10.3.75 of the HRA Report [APP-127 and APP-128] describes the mitigation measures which would need to feature in the construction lighting design strategy to mitigate effects on SPA birds. The Applicant has subsequently incorporated these measures into item 31 of the Updated Governance Tracker [REP1-043] and amended the wording of Requirement 6(1)(g) of the draft DCO to secure this design detail [REP3-003 and REP3-004].</p> <p>Is NE satisfied with these measures?</p>	
HRA 2.6	Applicant	<p><i>Temporary visual fencing</i></p> <p>Paragraph 10.3.76 of the HRA Report [APP-127 and APP-128] confirms that barriers would be used to create an acoustic and visual screen between the proposed construction works and the lagoon and Dabholm Gut [APP-127 and APP-128]. Work No. 5(10) of the draft DCO [REP3-003 and REP3-004] comprises "temporary acoustic fencing" but there is no reference to temporary visual fencing. The Updated Governance Tracker [REP1-043] does not clarify how the detailed design of the temporary visual fencing would be secured in the DCO.</p> <p>1. Can the Applicant clarify whether the temporary fencing used for the acoustic screening would also provide and would be suitable for visual screening? Are the same locations appropriate for both purposes?</p>	<p>1. The acoustic screening and visual screening will be the same screening.</p>

		<p>2. Should the wording of the DCO and Updated Governance Tracker be amended to refer to temporary acoustic and visual fencing?</p>	<p>2. The draft DCO (Document 4.1C) has been amended in Schedule 1 (Works No. 5 (10)) to refer to "temporary acoustic fencing and visual screening". The Governance Tracker has also been amended (new paragraph 31 on page 7) to reflect this change and a revised Governance Tracker (Document 6.8B) is submitted with this response.</p>
HRA 2.7	NE	<p><i>Temporary acoustic fencing</i></p> <p>The Updated Governance Tracker [REP1-043] confirms that the need to provide and agree the detailed design of the temporary acoustic fencing would be secured through the CEMP (DCO Requirement 6(b)). The wording of Requirement 6 has been amended to refer to temporary acoustic fencing and in addition this is also reflected within the Outline CEMP [REP1-041] tied into Requirement 6.</p> <p>Is NE satisfied with this revision?</p>	
HRA 2.8	Applicant	<p><i>Operational acoustic fencing</i></p> <p>There is no mention in the HRA Report [APP-127 and APP-128] to the use of the operational fencing.</p> <ul style="list-style-type: none"> <li>• Please can the Applicant clarify whether operational acoustic fencing is required to form part of the mitigation relied upon in the Applicant's HRA to conclude no adverse effect on the Teesmouth and Cleveland Coast SPA and Ramsar sites?</li> <li>• If operational acoustic fencing is required, please can the Applicant explain where this has been identified in the Updated Governance Tracker [REP1-043] and how it would be secured and delivered through the DCO?</li> </ul>	<ul style="list-style-type: none"> <li>• No operational acoustic fencing is required.</li> </ul>

HRA 2.9	Applicant/NE	<p><i>Ecological Management Plan</i></p> <p>Paragraph 10.3.86 of the HRA Report [APP-127 and APP-128] confirms that during the operation of the development parking and storage areas immediately adjacent to Bran Sands Lagoon would be screened (for example by fencing) and that the operational lighting design would follow the principles described for the construction phase lighting design (paragraph 10.3.75, HRA Report).</p> <ol style="list-style-type: none"> <li>1. Item 36 of the Updated Governance Tracker [REP1-043] confirms that the operational visual screening and the operational lighting design would be secured through the Ecological Management Plan (EMP) which is secured in Requirement 9 of the draft DCO [REP3-003 and REP3-004]. Requirement 9 of the draft DCO specifies that the EMP must be in accordance with the principles set out in the outline EMP [REP1-042] and incorporate the mitigation measures identified in the Updated Governance Tracker [REP1-043].</li> <li>2. The Outline EMP submitted by the Applicant for Deadline 1 [REP1-042] does not refer to operational visual screening and the operational lighting design. Should the EMP be updated to reflect these mitigation measures, noting they are secured by reference in Requirement 9 to the Updated Governance Tracker [REP1-043]?</li> </ol> <p>Is NE satisfied with the means of securing these mitigation measures?</p>	<ol style="list-style-type: none"> <li>2. The Outline Ecological Management Plan (Document 6.11A) has been amended to incorporate reference to the operational visual screening and operational visual lighting. These measures are of relevance to overwintering water birds and the Outline Ecological Management Plan now incorporates a new section dealing with that.</li> </ol>

HRA 2.10	Applicant	<p><i>Decommissioning</i></p> <p>Footnote 'f' in the Applicant's screening and integrity matrices submitted for Deadline 1 [REP1-036] states that decommissioning has been screened out of the HRA (project alone and in-combination) because the decommissioning of the Harbour facilities would only involve the removal of the overland conveyor. Therefore there is no potential for an effect on coastal processes, habitats or water and sediment quality; in addition the decommissioning works would take place in 100 years' time and in combination effects cannot be reasonably foreseen.</p> <p>Please can the Applicant clarify how the scope of the decommissioning works relied on to screen decommissioning out of the HRA has been secured in the DCO? Requirement 11 (Decommissioning Plan) of the draft DCO does not appear to limit this to the extent described in the HRA.</p>	<p>Please see amended requirement 11 in the draft DCO (Document 4.1C).</p>
HRA 2.11	Applicant/NE	<p><i>Clarifications</i></p> <p>NE has advised the Applicant on how to secure the mitigation within the DCO requirements (see section 6.2.4 - 6.2.11 of NE's written representation).</p> <p>The Applicant has advised at DL2 that in light of the approach taken in the HRA (as set out in the Applicant's response to Q1 HRA 1.21) with respect to the proposed changes to the Teesmouth and Cleveland Coast SPA designation, and the provision of revised screening and integrity matrices in response to question HRA 1.20 (which include consideration of Common Tern), the Applicant's view is that the HRA already addresses</p>	



		<p>the point made in section 6.2.3 of NE's Written Representation (the Applicant has assumed that NE's reference to section 6.2.3 is incorrect and should be section 6.3.3).</p> <p>As Section 6.3 in NE's Written Representation (WR) [REP1-015] relates to impacts on the landscape and does not include a paragraph 6.3.3, please can the Applicant clarify which representation from NE they are referring to in relation to paragraph 6.3.3 in their comments on NE's response to question HRA 1.21?</p> <p>At DL2, in the Applicant's comments on the WRs provided at DL1, in response to NE's WR and the mitigation referred to in section 6.2.3, the Applicant has stated that with the following measures in place, the Applicant believes that the mitigation referred to by NE is appropriately secured:</p> <ul style="list-style-type: none"> <li>• Revised MMS (Document 6.12)</li> <li>• Amended Schedule 2 (in particular requirement 9)</li> <li>• Production of Outline Environmental Management Plan (Doc 6.11); and</li> <li>• Amendments to the DML (in particular paragraph 7).</li> </ul> <p>Please can NE confirm whether the mechanisms identified by the Applicant in their response to NE's WR (above) are appropriate to secure the mitigation required by NE within the DCO to conclude no adverse effect on site integrity of the Teesmouth and Cleveland Coast SPA and Ramsar sites, including the wording of these mechanisms?</p>	<p>The wording of the Applicant's response to NE's comments on HRA 1.21 in Document 8.4 was "the Applicant assumes NE's reference to section 6.2.2. is incorrect and should be section 6.3.3". This text contains an error and the reference to 6.3.3. should have been to 6.2.3.</p>
--	--	--	---

HRA 2.12	Applicant/NE	<p><i>Artificial Nest Platforms for Shags</i></p> <p>Paragraph 5.4 of the HRA Report [APP-127 and APP-128] indicated that artificial nesting platforms could be provided beneath the suspended deck of the quay (if the open quay structure is proposed). In response to Question HRA 1.13 of the ExA's First Written Questions [REP1-028], the Applicant explained that the measure was an enhancement measure and is not a mitigation measure required to ensure no adverse effect on site integrity, it is not proposed as part of the MMS for the lagoon. Conversely, NE responded to confirm that this measure should be included in the MMS although agreeing it was not a mitigation measure for which the HRA had to rely on [REP1-015].</p> <p>At DL2, the Applicant has stated that the provision of nesting platforms is already referred to in Bran Sands Lagoon MMS [REP2-006]. At paragraph 5.4 in the MMS it states that the Applicant would be happy to implement artificial nesting platforms, if the quay design allows it. Whilst this indicates the Applicant's willingness to provide nesting platforms, it is not a commitment to do so and does not state that number that would be required.</p> <ul style="list-style-type: none"> <li>• Is the wording in the Bran Sands Lagoon MMS sufficient to cover provision of artificial nesting platforms if the open quay structure design is used for the development?</li> </ul> <p>Should the Bran Sands Lagoon MMS stipulate the number of artificial nesting platforms which would be provided and whether the final design of these should be agreed with NE prior to installation?</p>	<p>The Applicant has amended the MMS (Document 6.12A) and (in paragraph 5.4) has confirmed that artificial nesting platforms will be provided if an open quay structure is constructed. It is not thought appropriate at this stage to agree</p>
----------	--------------	--	--

			the precise number of artificial nesting platforms which will be discussed and agreed with the MMO and NE.
	<b>Traffic and Transport (TT)</b> ES Chapter 12		
TT 2.1	RCBC/Highways England/Applicant	<p><i>Potential interference with Royal Mail operations – the effect of lorry movements on national and local roads</i></p> <p>You will have seen the late representation from Royal Mail dated 2 October 2015. Please provide comments and indicate whether you consider that Requirement 7 in Schedule 2 should sufficiently safeguard the interests of Royal Mail.</p>	<p>The Applicant considers that the requirement to provide a Construction Traffic Management Plan pursuant to requirement 7 will sufficiently safeguard the interests of Royal Mail and all other users of the public highway.</p> <p>The late written representation submitted on behalf of Royal Mail is similar in approach to representations submitted by Royal Mail in respect of another Order (The East Midlands Gateway Rail Freight Interchange and Highway Order 201X (TR050002)). The similarities are that the representation asserts concerns on behalf of the Royal Mail of a generic nature without specific engagement with the traffic assessment work which has been undertaken. In addition, reference is made to Royal Mail facilities and their proximity to the site concerned, many of which are a significant distance away without any clear explanation as to how it is expected that Royal Mail will be impacted, having regard to the specific, assessed, impact of the proposal.</p> <p>The statutory authorities who are responsible for safeguarding the public highway from unacceptable impacts are Highways England and the local highway authority. The ExA is referred to the Statements of Common Ground agreed with those parties (Documents 9.1 and 9.2 respectively) which confirm that both these authorities, following consideration of the relevant material, are content.</p>
TT 2.2	Applicant/RCBC	<p><i>Duration of works to A1085 Roundabout</i></p> <p>In the light of concerns expressed by pipeline operators, is any further limitation necessary on</p>	<p>The Applicant is concerned that the submissions on behalf of pipeline operators have led to there being a perception that the</p>

		the duration and timing of the works to create and remove the temporary construction access?	authorised development involves major works to highways. No major works are involved; the only works to the public highway and to access are shown on the Harbour Construction Route Access plan (Document 3.14). These works are very minor in nature and will involve the contractor being on site for approximately 3 weeks with no road closures being necessary and only traffic management needed. The remainder of the authorised development cannot commence until those works have been carried out (requirement 5).
	<b>Noise and Vibration (NV)</b> ES Chapter 14		
NV 2.1	RCBC	<i>Noise, vibration and air quality - proposed mitigation measures</i>  Please confirm the comment made at the hearing on 25 September 2015, that you are satisfied that no further requirements or other provisions are necessary in the DCO beyond those contained in the latest draft of the DCO.	
	<b>Landscape and Visual Amenity (LVA)</b> ES Chapter 20		
LVA 1.1	RCBC/Sembcorp Utilities UK	<i>Landscape enhancement</i>  Please clarify the ownership of the open land between the housing in Dormanstown and the Sembcorp boundary and that of the adjoining land to the south of the housing which is maintained to a higher standard and contains some recent tree planting.  Please indicate whether there would be any reason why, in principle, landscape enhancement works could not be undertaken on these areas, whether within or outside the Sembcorp boundary, to mitigate any adverse visual impact of the conveyor in accordance with the provisions of the proposed s106 agreement (Community	

		Environmental Fund and/or Gateway contribution).  <u>A copy of the signed/sealed undertaking is required before the Examination closes.</u>	The completed Development Consent Obligation is submitted with this response (Document 7.4B).
	<b>General</b>		
GEN 1.1	Applicant	Planning Permission for the Potash Mine and MTS within NYMPA and the related s106 Agreement  Please provide a copy of these documents as soon as executed.	The planning permission issued by NYMNPA together with the s106 Agreements with NYMNPA and NYCC are contained in <b>Appendix 5.</b>

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>The draft DCO/DML relates only to the capital element of the dredging requirement. The MMO assume that there will be a requirement for periodic maintenance dredging of the berth pocket and the approaches to it?</p> <p>Should this be the case then a separate Marine Licence will be required along with an associated assessment of sediment quality before sea disposal can be considered an acceptable disposal route for this maintenance material.</p> <p>Alternatively the maintenance requirement may be included within PD Teesport's encompassing maintenance licence? However the MMO require clarification as to what the actual scenario for the maintenance activities are</p>	<p>It is anticipated that there will be a requirement for periodic maintenance of the berth pocket and approaches. It is expected that this will be incorporated into the campaign by PD Teesport and covered by their marine licence for Disposal of Dredged Material.</p> <p>Alternatively it could be covered under a separate marine licence. We require acknowledgement of the desired route for obtaining a marine licence.</p>	<p>Need clarification that either Teesport or Developer are taking on this role – the MMO can provide further information on disposal site allocation/sediment analysis should it be required, as no disposal activities are licensed under this DCO/DML.</p>	<p>In para 1.1.1 of your comments on the DCO you ask that dredging be secured under the DML and secured with this consent alone. Could you be more specific about what changes you want made to the Order/DML? The DML does control the capital dredging and, as we confirmed the maintenance dredging will be undertaken either by PD Ports (most likely) or under a separate licence. What specifically are you wanting to be altered in, or added to, the DCO/DML?</p>	<p>MMO are happy that no changes are required to the DCO/DML regarding this point. It is acknowledged that a new application would be sought for any maintenance dredging and disposal required.</p>	
<p>MMO consultation comments (Table 11-1) stated “the potential impacts on marine sediment and water quality must be assessed with relation to sensitive receptors such as shellfisheries, spawning and nursery areas and migratory routes.” The ES does not explicitly state (Section 11.5) that Atlantic herring and lemon sole spawning grounds and Atlantic herring, lemon sole, cod, whiting, European plaice, European sprat, anglerfish <i>Lophius piscatorius</i> and spurdog nursery grounds are found in the vicinity of the River Tees estuary (Coull et al., 1998 and Ellis et al., 2012). This should be addressed within the ES.</p>	<p>Species referred to are listed in section 11.4 of ES, which defines the baseline against which impacts of proposed scheme are assessed (Sections 11.5 and 11.6)</p>	<p>MMO are now content this has been dealt with.</p>			
<p>Section 8.3.10 and 8.3.11: It is stated that all underwater measurements were undertaken using a Brüel and Kjaer Type 8106 hydrophone. However, the calibration certificate provided is for a Brüel and Kjaer Type 4220 hydrophone, not the model specified in this report. The MMO request the applicant provides the calibration reports on the actual model of hydrophone used.</p>	<p>The Bruel &amp; Kjaer certificate is for the calibrator. Relevant certificate attached to this response.</p>	<p>Certificate was not originally provided but since obtained - no further comments required.</p>			
<p>Section 4 – Modelling confidence - Fig. 4.1. The fit to the measured data presented here appears to have been done by eye, which leaves the estimates of source level open to interpretation. The applicant should apply squares fit analysis or other appropriate statistical fitting methods to avoid the guesswork employed here.</p>	<p>“No Fit” to the data has taken place or been claimed. Fig 4.1 (in Appendix 8.2 of the ES) is a direct comparison between two different noise propagation models.</p>	<p>MMO are now content this has been dealt with.</p>			

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>Section 4 – Modelling confidence - Fig. 4.2/4.3. The applicant claims 'relatively good agreement' between the models – this is subjective and should be quantified. For example, what is the difference in estimated source level introduced by using a simplistic model (INSPIRE) rather than RAMSGeo? This would be clearer if the range axis of these plots were extended to 1 m, the distance at which source level is defined.</p>	<p>Quantification of agreement between the 2 models – clarified the data sets.</p>	<p>MMO are now content this has been dealt with.</p>			



MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>Section 5 – Analysis of Environmental Effects. Three noise metrics have been selected to help interpret the outputs of the INSPIRE model;</p> <ul style="list-style-type: none"> <li>• Unweighted metrics (Parvin et al. 2007) (these levels are 240 dB re 1 µPa (SPLpeak)) for lethal effect, and 220 dB re 1 µPa (SPLpeak)) for physical injury).</li> <li>• Additional unweighted criteria have also been considered for assessing the impact of noise on published interim fish injury by the Fisheries Hydroacoustic Working Group (FHWG, 2008), which includes a peak sound pressure level of 206 dB re 1 µPa and an accumulated SEL over a period of time of 187 dB re 1 µPa<sup>2</sup>s.</li> <li>• dBht(Species) and;</li> <li>• M-Weighted SELs (Southall et al. 2007).</li> </ul> <p>It should be noted that dBht is a proprietary metric used (and developed) by Subacoustech. According to other leaders in the field its validity is questionable, including in relation to marine mammals (Southall et al., 2007), and fish (Popper et al., 2014: 'although the general concept of dBht may have some values in the context of behavioural responses in fish, its application and adoption requires far more scientific validation and the inclusion of those species that primarily respond to particle motion').</p> <p>In terms of unweighted levels, the reference to Parvin et al. (2007) is outdated. Furthermore, it is not an accepted reference. For marine mammals, the report should refer to Southall et al. (2007) or to the U.S. National Oceanic and Atmospheric Administration (NOAA) marine mammal noise exposure criteria, which has been updated to reflect recent advances in the field (NOAA, 2013), including the Southall et al. (2007) paper and more recent studies. These regulations are currently in draft form and the subject of public consultation.</p> <p>Consideration has been given to Southall et al. in</p>	<p>Clarified the data sets.</p>	<p>MMO are now content this has been dealt with.</p>			

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>section 5.3.3 with regards to M-Weighted SELs (for injury criteria).</p> <p>In keeping up to date with the latest scientific literature, for fish, the report should also refer to the recently published sound exposure guidelines by Popper et al. (2014) rather than/or in addition to the FHWG (2008).</p> <p>The potential behavioural responses to impact piling and dredging for marine mammals have not been assessed in relation to unweighted metrics. Behavioural responses have been discussed in relation to dBht(Species) only. The applicant should identify relevant literature on the impacts on key species of concern (as detailed in section 5.2) for similar noise sources and make reference to these within the report given in Section 6.4.</p>					
<p>Section 6.2 – Interpretation of Results. It is not clear how the estimated source levels for impact piling operations (i.e. 223.5 and 232.8 dB re 1 µPa (SPL<sub>peak</sub>)) and dredging operations (165 and 183 dB re 1 µPa @ 1 m (SPL<sub>RMS</sub>)) have been derived. The MMO require clarifications as to how these figures were derived.</p>	<p>Source levels derived from numerous measurements by subacoustic – different dredgers etc etc</p>	<p>MMO are now content this has been dealt with.</p>			
<p>The MMO acknowledge that the applicant has committed to piling restrictions (ie timing restrictions to mitigate potential impacts to marine mammals and migratory fish). The MMO request that any percussive piling is implemented using a “soft-start” procedure and that this is conditioned within the DML.</p>	<p>Point noted – to be included in next DML.</p>	<p>MMO are content that this has now been included</p>			
<p>The source and timelines of the bathymetry data used for the modelling presented Appendix 5.1 should be specified (e.g. Figures 3.1, 3.2 and 3.3). The MMO also request clarification as to whether the bathymetry sources are those presented in section 2.2 of Appendix 5-2? If this is the case then the information should be referenced in Section 5. This is important to demonstrate the adequacy of the data and that the seabed levels considered are appropriate to represent the baseline conditions.</p>	<p>Confirmation of bathy sources given.</p>	<p>MMO are now content this has been dealt with.</p>			

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
Appendix 5.2 presents calibration of the TELEMAC 3D flow model with ADCP data from 2005 (2.3, Appendix 5.2) and it is noted by the applicant in Table 5-2 (pages 141 and 142). It is noted that validated models have been updated and refined to predict effects of the proposed harbour facilities, however there is no evidence presented of calibration and validation of sediment regime models i.e. SEDPLUME. This information is important to demonstrate the capability	Clarifications provided	MMO are now content this has been dealt with.			
of the model and add high level of confidence to the assessment, and the MMO request that this is included.					
Page 6 – Part 1 – Preliminary – (3). States that “All distances, directions and lengths referred to in this Order are approximate”. It must be noted that due to the parameters of the assessment undertaken in the ES, the maximum values presented in Schedule 1 and 5 cannot be exceeded or taken as “approximate”. For this reason the MMO suggest a re-wording of the statement to clearly identify that the parameters as stated in the DCO/DML and referenced to the ES can't be exceeded.	Additional wording will be included in the next drafting of the DCO/DML to qualify that the parameters are within the boundaries set within the ES	This may be adequate but will need to see the drafting, an alternative would be to define the word “approximate”.	The MMO are content that the definitions have now been updated in the DML		
Page 29 - Schedule 5 – Part 1 – Introductory – Article 1 (2). The MMO advise that any electronic communications should now be submitted to marineconsents@marinemanagement.org.uk and additionally (if consent is granted) to northshields@marinemanagement.org.uk	Next drafting of the DCO will be updated.	The MMO are content that the definitions have now been updated in the DML			
Page 29 - Schedule 5 – Part 1 – Introductory – Article 1 (3). There appears to be a typo “includes any agent or contractor or acting on the undertaker's behalf”, should this be read “includes any agent, contractor or person/s acting on the undertaker's behalf”?	Next drafting of the DCO will be updated.	The MMO are content that the definitions have now been updated in the DML			
Page 30 – Part 2 – Licensed Activities – Article 4(a) and carried forward throughout the “Licensed Activities” section. The MMO do not agree to the use of the word “approximate”. It must be noted that due to the parameters of the assessment undertaken in the Environmental Statement (ES) that the values presented should be given as the measurements stipulated within the ES. The use of the word “approximate” could potentially lead to deposits being made that are greater than those assessed and agreed within the ES.	Additional wording will be included in the next drafting of the DCO/DML to qualify that the parameters are within the boundaries set within the ES	This may be adequate but will need to see the drafting, an alternative would be to define the word “approximate”.		MMO are now content this has been dealt with.	

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>Page 34 – Schedule 5 – Part 4 – Conditions – 38. The MMO would request that the condition is amended to read;</p> <p>The undertaker must ensure that any man-made material is separated from the dredged material and disposed of at a registered onshore disposal site.</p>	<p>Next drafting of the DCO will be updated.</p>	<p>MMO are now content this has been dealt with.</p>			
<p>The MMO request that the following be added to the DML:</p> <p>Force Majeure - If by reason of force majeure any substances or articles are deposited otherwise than at the Disposal Sites specified in this Licence, then the</p>	<p>Accepted, but to be included in the DCO</p>	<p>Query – should be in the DML, Force Majeure is a vessel related response.</p>		<p>MMO are now content this has been dealt with.</p>	
<p>full details of the circumstances must be notified to the MMO within 48 hours of the incident occurring. Force majeure may be deemed to apply when, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the substances or articles otherwise than at the specified Disposal Sites because the safety of human life or the vessel is threatened.</p>					
<p>The MMO request that a definition of “commence” be included in the DCO/DML and suggest the following wording:</p> <p>“commencement” means beginning to carry out the activities authorised by the deemed marine licences at Schedule 5 (deemed licences under the Marine and Coastal Access Act 2009) other than preconstruction surveys or and monitoring and, in respect of any other works comprised in the authorised project, any</p> <p>Accepted as follows:</p> <p>material operation (as defined in Section 56(4) of the 1990 Act) forming part of the authorised project other than operations consisting of site clearance, demolition work, archaeological investigations, environmental surveys, removal of hedgerows, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "commencement" shall be construed accordingly.</p> <p>This is to ensure that the MMO are fully aware of any activities being undertaken within the DML and allows us to monitor the applicants compliance with the DML.</p>	<p>Next drafting of the DCO will be updated.</p>	<p>MMO are now content this has been dealt with.</p>			



MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
A condition should be added to ensure that any percussion piling is preceded by a “soft start” procedure to minimise any potential impacts to marine mammals and/or migratory/spawning fish species.	Next drafting of the DCO will be updated.	MMO are now content this has been dealt with.			
The addition of a dropped objects procedure should be included within the DML. This is to ensure that procedures are in place in the event of objects being lost within the Order limits that fall outside of the scope of Force Majeure. Please refer to Appendix 2 for a suggested reporting method. A condition should also be added that will allow the MMO to review the items “dropped” and if necessary allow for the MMO to instruct the applicant to locate the object and recover it at the applicants expense. We suggest the following drafting:	Noted and the principle accepted, the detail of the drafting is subject to change.	MMO are now content this has been dealt with.			
In the event that any of the authorised undertakers of the activities discover that any materials on the audit sheet are unaccounted for, they will inform the MMO within 6 hours of that discovery having been made. The notification must include a description of the items unaccounted for and, where known, provide the co-ordinates that the items may be located. The MMO shall require the undertaker, where it is deemed appropriate to do so, to carry out a side scan survey to plot all the potential obstructions within the relevant areas of the offshore Order limits, this area may be extended at the discretion of the MMO. Any obstruction that the MMO believes to be associated with the licensed activities must be removed at the undertakers expense.					
The analytical results of the vibrocore sampling survey of the sediments reveal (Section 7.4.12 of the ES) exceedances of Cefas Action Level 2 at a number of sampling stations, most notably for chromium, copper and mercury and also for total PCB's at depth.  On the basis of these results a condition should be included within the DML that any of the contaminated, largely silt, sediments below 1m depth (excluding the underlying geological material) will not be disposed of at sea. This ensures that the potential contaminant risk to the marine environment is minimised.	Noted and accepted	MMO are now content this has been dealt with.			
Re-iterated underwater noise	Previous clarifications apply	MMO are now content this has been dealt with.			

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
Mitigation with respect to ocean Quahog	Applicant clarifies	MMO are now content this has been dealt with.			
P6, Art 6(1) – “ancillary works” If over the water applicant should note that an additional marine licence is required unless works have been assessed within the ES		This should be included in our next response.		MMO are now content this has been dealt with.	
P6, Art 6(2) – maintenance activities should be clearly identified and linked back to the ES, (3) states “won’t give rise to any significant effects not assessed.....		This may be included in our next response, although ExA have requested applicant responds to this at Deadline 1.		MMO are now content this has been dealt with.	
P9, Art 14(1) to (8) Outfall pipes are licensable via the MMO – have they been assessed in the ES ? It is not satisfactory to say “reasonably practical”		This should be included in our next response.		MMO are now content this has been dealt with.	
P12, Art 17 – This should also be done in consultation with the MMO		This should be included in our next response.		MMO are now content this has been dealt with.	
P12, Art 18 – This should also be done in consultation with the MMO		This should be included in our next response.		MMO are now content this has been dealt with.	
P26, Ecology – This should be submitted to the MMO and approved prior to works commencing.		This should be included in our next response.		MMO are now content this has been dealt with.	
P31, Art 6(2) – “Approximate” quantities should be stated that they are no greater than what has been assessed in the ES OR a definition of approximate should be provided.		As previously stated		MMO are now content this has been dealt with.	
P33, Pollution(27) – Numbers should be updated to reflect the new ones		This should be included in our next response.		MMO are now content this has been dealt with.	
Schedule 11 – Multiple references to the Tees Port Authority, MMO are responsible upto MHWS & a clarity on the defining boundaries should be included here to delineate responsibilities.		This should be included in our next response.		MMO are now content this has been dealt with.	

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>Page 4 - Part 1 – Preliminary – Interpretation of “maintain”. The MMO do not agree that the definition for “maintain” should include the words adjust, alter, remove, clear, refurbish or reconstruct. Alterations are not necessarily maintenance and reference to this should, therefore, be excluded from the definition to ensure that only the works assessed in the ES are licensed. We would welcome the opportunity to discuss the definition and come to an agreement with the applicant during the pre-examination and examination process.</p> <p>The MMO would suggest the applicant produces a Schedule of Maintenance to allow for maintenance works and to define the activities assessed by the Environmental Statement (ES) and permitted by the DCO / DML. The MMO recommend looking at similar schedules submitted by the East Anglia One, Rampion and Dogger Bank Creyke Beck applicants to reference suitable examples.</p> <p>This is in order to adhere to the definition of “licensable marine activities” provided in the section 66(7) of the MCAA 2009.</p> <p>Furthermore, this definition of “maintain” should be included in the DML definitions as well as the DCO.</p>	<p>Agree to delete reconstruct and decommission. Have committed to producing a Post-construction monitoring plan to be agreed with MMO prior to completion of construction.</p>	<p>Fine – needs to be secured in the DML, along with any other “plans” for the project that are to be submitted at a later date. (EMP etc etc)</p> <p>We also require the definitions in the DML, for example “maintain” onshore can include the removal of shrubs/bushes stones etc, within the marine environment this would require a marine licence and the definitions are distinctly separate.</p>	<p>We will continue to work with the applicant on this</p>		<p>The Applicant made changes to the definition of maintain and other changes to address these points previously, following discussions with the MMO.</p> <p>We are unclear as to what further amendments are wanted to deal with the outstanding points and, by e mail dated 14 October have asked the MMO to provide us with the amendments they seek.</p>
<p>Page 7 - Part 2 – Principle Powers – Article 8 – Consent to Transfer Benefit of Order. Please refer to Appendix 1.</p>	<p>Still wish to partial transfer</p>	<p>MMO are happy in principle with transfer of benefit. MMO see no reason for partial transfer; continue to review with applicant as</p>			<p>The Applicant amended Article 8 in the Sep draft DCO (Doc 4.1A), as explained in paragraph 6.8 of the related Explanatory Memorandum. The Applicant sees no basis for any further changes.</p>
		<p>appropriate.</p>			



MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
<p>Page 26 - Schedule 2 – Requirements – Decommissioning – Article 11. It should be noted that the MMO will also need to be consulted on the decommissioning plan and we suggest the wording be amended as follows:</p> <p>This licence does not permit the decommissioning of the authorised scheme. No authorised decommissioning activity shall commence until a written decommissioning programme in accordance with an approved programme under section 105(2) of the 2004 Act, has been submitted to the Secretary of State for approval. Furthermore, at least four months prior to carrying out any such works, the undertaker shall notify the MMO of the proposed decommissioning activity to establish whether a marine licence is required for such works.</p>	<p>Principles accepted and to be included in next drafting of DCO</p>	<p>MMO suggest:</p> <p>The Licence Holder must submit a decommissioning plan to the Licensing Authority for approval no less than 3 months prior to the planned decommissioning of the works. The works must be decommissioned according to the approved plan and works must not commence until written approval has been provided by the Licensing Authority.</p> <p>Reason: To ensure measures are in place to decommission the works to</p>			<p>The DML deals with Decommissioning – see para 50 Sch 5. This was provision was added to the draft DCO submitted on 7 September (Doc 4.1A).</p> <p>The applicant has by e mail dated 14 October asked the MMO to provide us with any further amendments they seek.</p>
<p>Page 32 – Schedule 5 – Part 4 – Conditions – 17. The MMO would request that the condition is amended to read:</p> <p>Prior to any works commencing below the level of mean high water springs, the undertaker must submit detailed method statements to the MMO for approval for each stage of the licensed activities at least 3 months prior to the commencement of such licensed activity. No works must commence until the method statements are approved by the MMO.</p>	<p>Applicant acknowledges – however they intend to include a “timescale” in which the MMO must approve of this and if we have not met it they can go ahead and construct anyway.</p>	<p>MMO raised this with the Inspector at the DCO specific hearing.</p> <p>Suggested wording:</p> <p>17. (1) Prior to any works commencing below the level of mean high water springs, the undertaker must submit detailed method statements to the MMO for approval for each stage of the licensed activities at least 3 months prior to the commencement of such licensed activity. If Any requests for additional information should be made within 4 weeks of receipt of the method statements. Any such approval must not be unnecessarily withheld or delayed and is deemed to have been refused if it is neither given nor further information requested within three months of the specified day, or a request for further information or time to review is requested.</p> <p>(2) The undertaker must</p>			<p>It is very important to the Applicant that there is certainty regarding the timing of a determination. Accordingly the Applicant wishes to retain its drafting but inserted 28 days instead of 14 days in paragraph 17(2) of Sch 5 of the draft DCO submitted for Deadline 3 (Doc 4.1B)</p>



MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
		<p>provide the MMO with such further details as the MMO may reasonably require following submission of the detailed method statement.</p> <p>(3) In this paragraph the “specified day” means—  (a) the day on which the MMO have received the detailed method statement covered under sub-paragraph (1); or  (b) the day on which the undertaker provides the MMO with such further particulars as have been reasonably requested by the MMO under sub-paragraph (2).</p>			
<p>An additional condition should be included within the DML stating that only one vessel can carry out piling activities at any one time. This is to ensure that any potential impacts to local wildlife is minimised.</p>	<p>Next drafting of the DCO will be updated.</p>	<p>Does not appear to be included</p>			<p>The MMO are correct. this is an omission which is rectified in the Draft DCO submitted for Deadline 4 (Doc. 4.1C). See amended paragraph 31 Schedule 5.</p>
<p>The DML has no reference to any maintenance activities we therefore advise that a condition be added to the DML to allow the applicant to submit, for approval, by the MMO, a post-construction maintenance plan, based upon any maintenance assessed within the Environmental Statement. It must be noted that other than “maintenance dredging” that no other maintenance activities are licensed under the DML contained within this order. We recommend that the DML is updated to include the maintenance of all assets during the operational stage of this project.</p>	<p>Have committed to producing a Post-construction monitoring plan to be agreed with MMO prior to completion of construction.</p>	<p>Fine – needs to be secured in the DML, along with any other “plans” for the project that are to be submitted at a later date.</p> <p>MMO also require the definitions in the DML, for example “maintain” onshore can include the removal of shrubs/bushes stones etc, within the marine environment this would require a marine licence and the definitions are distinctly separate.</p>	<p>We will continue to work with the applicant on this</p>		<p>The Applicant made changes to the Draft DCO in earlier versions following discussions with the MMO.</p> <p>We are unclear as to what further amendments are sought to deal with the outstanding points and, by e mail dated 14 October, have asked the MMO to provide us with the amendments they seek.</p>

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
A condition should be added to the DML to ensure that upon "completion" of each "phase" of the works activities are notifiable to the MMO, UK Hydrographic Office, Maritime and Coastguard Agency and Trinity House to ensure navigational safety is maintained and that the relevant maritime charts can be updated. The notice should be received no more than 5 working days after completion of construction of each of the authorised "phases" of development.	This is accepted, a provision will be added to next drafting to provide notification at the end of Phase 1 and 2.	Does not appear to be included			The Applicant believes Sch 5, paragraph 4(c) covers this point but by e mail dated 14 October have asked the MMO to provide us with any further amendments they seek.
Supplementary Navigational Conditions	Noted – applicant currently	Request included in DML	Does not appear to be		Navigational provisions have been included in the main body of the Order as desired by Trinity House and consistent with other Orders. Duplication in the DML is unnecessary and undesirable.
	reviewing updated navigation conditions agreed between MMO/MCA and TH – will be included in next drafting of DCO	and NOT DCO – MMO have greater enforcement powers than the LPA under the planning act and all marine conditions should be secured via the DML	included		
P6, Article 5 – MMO do not agree with "may at anytime maintain"		This should be included in our next response.	Does not appear to be included		The Applicant has deleted the words "at any time" in the Draft DCO submitted for Deadline 4 (Doc 4.1C). By e mail dated 14 October the Applicant has asked the MMO to confirm this is the amendment it seeks.
P11, Art 16 – Clarify meaning of land – also all definitions should be in the DML – for example maintain on shore can include the removal of bushes/rocks etc, offshore this would be a licensable activity.		This should be included in our next response.	Does not appear to be included		The Applicant believes the amendments in the September Draft DCO (Doc 4.1A) deal with these issues appropriately. The Applicant does not wish to, and has never agreed to, repeat definitions from Article 2 in the DML.
P13, Art 19 & 21 – Lighting requirements are a requirement of Trinity House		This should be included in our next response.	Does not appear to be included		Trinity House are content with the drafting of the Order. By e mail dated 14 October the Applicant has asked the MMO what, if any, further amendments it seeks.

MMO – 8 June 2015	APP – 21 July 2015	MMO	APP	MMO	APPLICANT'S RESPONSE (6.11.15)
P13, Art 20 – navigational requirements are a requirement of the MCA		This should be included in our next response.	Does not appear to be included		The MCA are content with the drafting of the Order. By e mail dated 14 October the Applicant has asked the MMO what, if any, further amendments it seeks.
P24, Schedules/requirements – At present only includes shore based works, if nothing is being undertaken in the marine environment then this can be removed.		This should be included in our next response.	Does not appear to be included		By e mail dated 14 October the Applicant has asked the MMO to clarify the point being made and what change, if any, it is requesting.

## Technical Note

**HaskoningDHV UK Ltd.  
Maritime & Waterways**

To: James Barrie  
From: RHDHV  
Date: 04 November 2015  
Copy:  
Our reference: PB1586 - N022 - Rev 4  
Classification: Project related

**Subject: Constructability Issues in response to the DCO – TATA Steel UK Limited (TATA) and Sahaviriya Steel Industries UK Limited (SSI) – Hot Metal Railway**

---

*This Technical Note was updated to Rev 3 on the 20<sup>th</sup> August 2015 following a meeting with TATA and SSI. The meeting was held at Tata Steel, Steel House, Redcar on the 13<sup>th</sup> August 2015. In attendance were Clive Donaldson (TATA), Bill Black (SSI), Sean Gleeson (PX Group) and Bill Andrew (RHDHV). The purpose of the meeting was to discuss this Technical Note (Rev 2), to understand the issues raised in the Development Consent Order (DCO) in more detail and to continue dialogue with the asset owners as the project progresses. Minutes from the meeting are available, RHDHV reference PB1586 – M001 – Rev 1, dated 13<sup>th</sup> August 2015. Clarification and additional information from the meeting has been incorporated into this Technical Note.*

*Subsequent to Rev 3, this Rev 4 update has been undertaken in response to the recommendation provided within the written submission made on behalf of Tata Steel (UK) Limited, SSI and Redcar Bulk Terminal Limited, submitted on the 8<sup>th</sup> October 2015.*

## 1.0 Introduction

The York Potash Harbour Facilities Project is currently at a stage whereby consultation has been undertaken with the Consultees including Landowners and Third Party Asset Owners as part of the Development Consent Order (DCO) application process. This process has raised a number of issues and concerns. These generally fall into two categories; firstly, there are points associated with legal matters such as concerns over Compulsory Acquisition, etc. Secondly there are concerns associated with constructability issues including the interface with existing assets and infrastructure throughout the construction period of the project and ongoing operational phase.

The purpose of this document is to address the constructability issues raised by TATA/SSI, as Affected Persons in the DCO process, regarding the overland conveyor. As such this document is one of a series of similar documents which each addresses the particular constructability issues raised. These issues will need to be addressed prior to and reviewed throughout the construction period and operational phase of the project.

Below are the main constructability issues raised by TATA/SSI in relation to the Hot Metal Railway operated by TATA/SSI and considerations on how these issues could be addressed by the Principal Contractor, appointed for the construction of the overland conveyor and harbour facility. Issues raised by TATA/SSI in relation to other assets such as the access road used by TATA/SSI to transport oversized equipment are not considered in this document and will be considered separately elsewhere. This document is not exhaustive but will assist in future discussions and development with TATA/SSI. This

information will be provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with.

This Technical Note (N022) is to be incorporated within the DCO by reference in the relevant protective provisions.

## 2.0 Wording from the DCO

The relevant wording provided in the TATA/SSI late representation to the DCO in relation to constructability issues surrounding the Hot Metal Railway is as follows;

### 1) Access

*The proposed conveyor route crosses over road and rail infrastructure used by TATA Steel.*

### 2) Safety

*The conveyor system will cross over both the A1085 and the hot metal rail route at a maximum height of 25m at the top of the conveyor. The hot metal rail route transfers hot metal from the blast furnace to the steel plant via Torpedo Ladles Cars (Torpedoes). Efficient co-ordination of the Torpedo Ladles is of paramount importance to the steel making process.*

*The submitted Environmental Statement identifies a risk of damage to above ground infrastructure assets during the construction phase. Any damage to the hot rail route (which is utilised by both Tata Steel and Sahaviriya Steel Industries (SSI)) would severely disrupt production at Tata Steel's plant and any breakout of molten metal may result in a large explosion. Further, there is potential for a Torpedo to derail at any time, and at any point, along the hot metal rail route. If a derailment were to occur underneath the overhead conveyor, the extreme heat emitted from the Torpedo may pose a risk to the raised conveyor structure. It is considered that the proposals have not yet adequately addressed the operational and safety implications of crossing the hot rail route.'*

## 3.0 Understanding of the Issues

TATA/SSI are concerned that the flow of 'Torpedo' Ladle Cars, 'torpedoes' along the Hot Metal Railway should not be impeded by the construction, operation and maintenance of the overland conveyor. Molten iron is transferred from Redcar to Lackenby by the Hot Metal Railway in trains consisting of a locomotive and two torpedo wagons. Damage to the route or delays in its operation could affect production. TATA/SSI also raise safety concerns that are specific to the conveyance of hot metal in the torpedoes. In particular:

- there is a risk of breakouts of molten metal causing explosions
- there is a risk of the torpedoes derailing at any time
- were a torpedo to be derailed or breakout to occur under the conveyor the extreme heat from the torpedo or released molten metal might damage or critically weaken the conveyor support structure.

In addition, as identified during consultation with TATA/SSI on 25<sup>th</sup> November 2014, large crane access is required in the vicinity of the railway in case emergency access is required to reinstate rail vehicles in the event of a derailment. At the meeting on the 13<sup>th</sup> August 2015, TATA/SSI's view was that the overland conveyor would hamper the recovery operation in the event of a derailment underneath it.

The overland conveyor will cross over the Hot Metal Railway at the intersection designated MC3 on the route plans (See drawing PB1586-SK-1042). An indicative cross section is shown on drawing PB1586-SK1053 and will provide at least 7.85m headroom above the railway trackbed. This is more than the



current limiting headroom above the railway, which is understood to be 7.65m above rail level at an existing pipe bridge crossing to the North of this point. As a comparison the headroom provided is greater than the minimum 4.780m required for freight routes with overhead line equipment, as stated in the Network Rail 'Track Design Handbook NR/L2/TRK/2049'. The intersection is at a point where the Hot Metal Railway is itself on the northern span of a multi span underline bridge. Buried and passing beneath this span is the major Breagh gas pipeline operated by DEA (identified as the RWE gas pipeline on earlier drawings). The piled foundations for the trestle supports to the conveyor bridge will straddle the Breagh gas pipeline. An above ground pipeline corridor known as the 'Linklines' passes through the adjacent span to the south on the underline bridge.

As with other underline bridges on the Hot Metal Railway, train height metal screens have been provided for the full length of the parapets on each side of the bridge. It is not clear whether these are to reduce the risk of wind causing derailments or to contain the effects of any breakouts of molten metal.

Existing road access for plant to the areas around the intersection point is limited by the 4.5m headroom at the Lord McGowan Bridge under the A1085 Trunk Road, an elevated pipeline and the Hot Metal Railway Bridge itself. For construction of the overland conveyor a new temporary access route will therefore be created from the western spur off the A1085 'Steel House' roundabout some 200m to the northeast. On completion the temporary access route would be decommissioned, but could be partially retained if it would be of benefit to the Consultees, Affected Persons and subject to the agreement of the Local Highway Authority, The access route could then be readily re-instated should an incident occur (for example a torpedo derailment) on the Hot Metal Railway which required access by large plant into the area.

The available adjacent area for setting up plant and cranes is very limited and restricted to the north side of the above ground 'Linklines' pipeline corridor. The routing of heavy plant and the siting of crane outriggers will be further restricted by the presence of the buried Breagh gas pipeline. The alignment of the proposed conveyor through this section has been carefully chosen to minimise its impact; as described in more detail in Section 10.0.

Our comments on the above issues are provided in the following sections on:-

- Safe System of Work
- Compatibility with Railway Possessions
- Lifting activities near or over the Hot Metal Railway
- Excavating and Piling in proximity of the Hot Metal Railway
- Other Working activities on or near the Hot Metal Railway
- Inspection, repair, replacement and general maintenance of the Hot Metal Railway by TATA/SSI
- Recovery of Derailed Trains on the Hot Metal Railway by TATA/SSI
- Risks and Issues due to Hot Metal
- Lineside and Site Security

#### **4.0 Safe System of Work**

The construction project will be notifiable and carried out in accordance with 'The Construction (Design and Management) Regulations 2015' or such replacement or updated Regulations (or similar) as are in force at the relevant time.

The Principal Contractor is to conduct site inductions for all of his staff and sub-contractors. It is also his duty to appoint and engage contractors and workers and provide the right management and supervision whilst also monitoring the hazards on site.

For the Southern conveyor route 95% of the overland conveyor is in an existing infrastructure corridor, operated by SembCorp. All work within this corridor is controlled by SembCorp under their Safe System of Work (SSoW) as detailed in SembCorp Management Procedure “Safe Systems of Work and Risk Assessment – 1301”. This is a permit to work based system. Historically, SembCorp have always insisted on the application of this process to **ALL** works within the infrastructure corridor regardless of whether it be a small maintenance task or a major capital project such as this. The SSoW is quite onerous, but given the high hazard nature of the assets in the area it is appropriate. The Principal Contractor appointed for the overland conveyor and the harbour facility will need to adhere to the SSoW and its requirements for works and operations within the infrastructure corridor, including access.

Identified below are the SembCorp Management Procedures which will be applied to the management of the construction activities under SembCorp’s SSoW:

- Control of ignition sources and fire permits - 1303
- Lifting Activities Management and Control - 1448
- Construction operation maintenance and modification of link and vein lines - 1342
- Entry into Confined Spaces - 1304
- Lone and Isolated Workers - 1404
- Safe Systems of Work and Risk Assessment - 1301
- Management of Roads including Mobile Cranes and Abnormal Loads - 1309
- Control of Modifications - 1601
- Use of Work Control Permits - 1360
- Linkline Emergencies - 1215
- Management of Site Drainage and Effluent Systems – 1701
- Avoidance of Danger near Overhead Power Lines – 1452
- Excavations – 1308
- Review of Risk Assessments and Method Statements – 1320
- Control of Ionising Radiation for Industrial Radiography – 1424
- Prevention of River Pollution – 1217
- Prevention of Contamination of Soil and Groundwater – 1703
- Disposal of Waste Materials – 1702
- Environmental Control and Compliances with The Environmental Permitting (England and Wales) Regulations – 1746
- Management of Work Covered by the Construction regulations – 1426

There are more Procedures within SembCorp’s full suite of Management Procedures which will be complied with as appropriate, but those listed above are the ones which are most likely to be applicable to the York Potash Harbour Facilities Project. For work on TATA/SSI owned and operated areas, the respective TATA/SSI Safe System of Work will be applied and adhered to.

TATA/SSI will be given the opportunity to review and comment on the design of the overland conveyor and, if required, have a watching brief on site when construction occurs adjacent to or over their asset. Any reasonable requirements of TATA/SSI in respect of the conveyor design will be incorporated.

The Principal Contractor must therefore be geared up for extensive liaison and coordination with asset owners and users (including TATA/SSI) and for construction in a potentially hazardous environment controlled by safe systems of work that incorporate permits to work.

Additional requirements arising from working alongside or above railways including both Network Rail main lines and the Hot Metal Railway will be incorporated into the Principal Contractors safe systems of work. These might include fenced exclusion zones where access for plant and personnel would be controlled by a permit system designed to mitigate the particular risks arising from operation of the Hot Metal Railway. Measures are discussed in more detail below. They would also include TATA and SSI's own Safe Systems of Work as appropriate.

## 5.0 Compatibility with Railway Possessions

Working on or around railways is widely recognised as a hazard that requires careful management. In the UK where construction or maintenance work poses a risk to normal train services or visa versa then such work is generally undertaken in 'Possessions'. These are periods when normal trains do not run because the timetable has allowed time for such possessions (rules of the route possessions) or normal timetabled trains are suspended whilst the work is undertaken (abnormal possessions). In addition certain types of work can be undertaken 'between trains' with the co-operation of signalling staff. Possessions can range from perhaps 60 minutes between trains to 4 to 8 hours for rules of the route possessions which are usually at night and often at weekends to perhaps 36 hour possessions for major engineering work in abnormal possessions. On Network Rail infrastructure the latter are seldom granted for outside parties work such as erection of the overland conveyor unless Network Rail need an abnormal possession themselves.

The concept for the overland conveyor lends itself to being erected in relatively short 'possessions'. Thus depending on the possession length available, one or more trestles would be erected on either side of the railway and secured and then the main span would be lifted on. The main span would already be clad when lifted in, allowing fit out of the conveyor to proceed safely from within the conveyor envelope. This is the approach that is envisaged where the overland conveyor crosses both the Network Rail and the Hot Metal Routes. The trestle foundations are located outside the railway boundary and can be constructed without possessions. It is envisaged that the supporting trestles and span over the hot metal railway would be erected in one 6 to 8 hour possession. The trestles supporting the main span will be designed to provide stability and restraint with or without adjacent spans being erected. The weight of the conveyor span when lifted in is expected to be up to 60 tonnes.

A similar approach has already been given 'Approval in Principle' by Network Rail for the section where the overland conveyor crosses the Darlington to Saltburn railway.

From an initial consultation with TATA/SSI on 25<sup>th</sup> November 2014 it is understood that only short term 'outages' of 6 to 12 hours duration, each year, may be available for railway 'possessions'. The timing of these outages for 2017 was not known so ongoing dialogue will be required in order to programme the available possessions into the construction work. Additional information on planned outages was obtained at the meeting on the 13<sup>th</sup> August 2015. There are usually two planned outages per year when the blast furnace stops production and torpedo trains do not need to run, 1) A spring outage of one day (24 hours) 2) A autumn outage of three days (72 hours). Notifications of the proposed spring outage are known approximately 2.5 months in advance, and confirmed 1.5 months in advance. More notice is usually provided for the 72 hour outage. Operational train movements are every 20minutes in each



direction and are dictated by production. Train movements lag behind breaks in blast furnace production by about 6 hours.

Generic controls to ensure that lifting plant and lifted loads do not affect the rail infrastructure or pose a risk to the operational railway have also been well developed on Network Rail. These are discussed in more detail in Section 6.0. Other work on or adjacent to the railway is discussed in Sections 7.0 and 8.0.

## **6.0 Lifting activities near or over the Hot Metal Railway**

A major concern is the protection of the assets should a load be dropped, giving rise to the potential for damage to the Hot Metal Railway assets. A lifting study will be developed in consultation with TATA/SSI looking at the issues of protecting assets above the ground (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the construction of the overland conveyor. The following methodology has been developed at this stage and will be applied when carrying out the lifting study.

All large lifts will be pre-planned in detail in consultation with the relevant asset owners. The size of crane would be selected to allow additional spare capacity for all lifts. On Network Rail projects cranes are limited to 75% of capacity when lifting over or around railway tracks and any tandem lifts would have a 50% down-rating in capacity rather than the normal 25% required in codes of practice. The same protocol would be followed for the Hot Metal Railway.

Cranes being erected or making lifts outside possessions would be sited and slew restricted so that no part of the crane or suspended load could fall onto the tracks or supporting structures.

Suitable foundations will be designed so that they are capable of supporting the crane outriggers or track loads, positioned outside of any known easement. Lifting gear would also have a greater than normal factor of safety and the use of double stropping would be followed. It is likely that the Principal Contractor will subcontract all major lifts and these will be carried out under the “CPA Contract Lifting Services Agreement” where the crane supplier supervises and takes responsibility for the lift, subject to suitable indemnities and/or insurance.

The Principal Contractor may wish to propose the use of reusable temporary works, specially designed for the purpose, these would be fabricated both to safely support the overland conveyor support legs and the overhead conveyor structure during erection. Hydraulically operated cross heads may also be used to prevent any part of the conveyor from falling from height in the unlikely event of a lifting equipment failure. The type and design of the temporary works will be the responsibility of the Principal Contractor, TATA/SSI will be given the opportunity to review and comment on the design of the temporary works.

As an absolute minimum, “Lifting Operations and Lifting Equipment Regulations 1998 (LOLER): Approved Code of Practice and Guidance” will need to be followed at all times regarding the extensive lifting activities which will be associated with the overhead conveyor construction activities. SembCorp Management Procedure “Lifting Activities Management and Control – 1448” will also need to be considered in the control of lifting activities as it is highly likely that cranes will need to be situated on SembCorp land, although it is worth noting that this document is based on the LOLER Approved code of practice.

## 7.0 Excavating and Piling in proximity of the Hot Metal Railway

The following section describes how excavation and piling associated with the construction of the overland conveyor will be controlled and managed. It is included to demonstrate the care that will need to be taken with these activities in general due to the sensitivity and vulnerability of adjacent assets such as pipelines.

In the vicinity of the overland conveyor, the Hot Metal Railway is on an underline bridge or embankment. Due to the ground conditions it is anticipated that the existing bridge structure including wing walls will have piled foundations. These will not be sensitive to the low vibration techniques proposed for pile installation and relatively shallow excavations for the pile caps and foundations. Similarly the embankment will not be affected. The foundations for the conveyor bridge will be sited some 5m from the bridge span, the closest TATA/SSI asset will be the bridge wing walls. However due to the risk and consequence of a derailment on the Hot Metal Railway, the bridge structure and level and alignment of the track at the conveyor bridge site will be surveyed before during and after the execution of the adjacent conveyor works. Suitable call off arrangements will also be made for corrective maintenance of the track alignment should this be required.

Where there are buried assets, there is a concern over any activity that breaks the ground surface. It is envisaged that there will be no piling or excavations work within the railway boundary.

In general any proposed piling operations or excavations within 3.0m of an asset, will require the asset to be physically exposed by hand digging so its location can be confirmed. The assets initial location will be positioned by referring to the asset owner's drawings and any other means on site e.g. markers posts. It may be necessary to install some form of physical separation between the asset and pile/ excavations during construction, such as a driven sheet pile between the pile and the buried asset. The means and need for separation will be agreed with the asset owner prior to the start of the construction activities.

It is the intention that bored or CFA piling will be used to minimise vibration around pipelines. Northern Gas Networks document "Safe working in the vicinity of Northern Gas Networks high pressure gas pipelines and associated installations" which are in line with the requirements of the Institute of Gas Engineers recommendations IGE/SR/18 Edition 2 "Safe working practices to ensure the integrity of gas pipelines and associated installations" suggest that the peak particle velocity at the pipeline should be limited to a maximum level of 75 mm/sec. Where the peak particle velocity is predicted to exceed 50mm/sec, the ground vibration shall be monitored using a typical monitoring device such as the Vibrock V801 seismograph and tri-axial geophone sensor. Where ground conditions are of submerged granular deposits of silt/sand, an assessment of the effect of any vibration on settlement and liquefaction at the pipeline shall be carried out. A trial piling study will be carried out to measure the vibration from various types of piling in these ground conditions. Research into maximum allowable peak particle velocity values for various assets will be undertaken and agreed with the asset owners. This method of monitoring vibrations will also be adopted should there be a need to use impact breakers to remove areas of hard standing over the piles or at pile caps locations. If the limits are exceeded other methods of removing hard material will then be used, such as high pressure water jetting or concrete coring using diamond drills or diamond sawing.

With reference to the Safe Systems of Work, SembCorp procedure "Excavations – 1308" will need to be followed for all excavations as excavations associated with the conveyor crossing of the Hot Metal Railway are likely to be on SembCorp land. Excavations are defined as "any work involving breaking ground".

## 8.0 Other Working activities on or near the Hot Metal Railway

Again as the Hot Metal Railway is on an underline bridge or embankment where it passes through the conveyor construction site it will be naturally demarcated and protected from uncontrolled access and the majority of construction activities.

It is anticipated that construction plant or personnel will only need to access the railway trackbed for survey monitoring and inspection activities and possibly installing protective measures. Such access will need permission from and coordination with TATA/SSI and be identified in the Safe System of Work procedures for the project. TATA/SSI's procedures for accessing the trackbed would be followed. The Hot Metal Railway is not currently fenced off within the TATA/SSI estate, an exclusion zone for personnel and equipment of 3m from the nearest rail is enforced in line with Network Rail practice. Access within this 3m zone and onto the track can be arranged through TATA/SSI, along with a trackside safety induction course which is currently being developed by SSI.

Network Rail guidance will be followed for the control of plant and activities with the potential to damage or obstruct the railway. For instance plant will be slew restricted and jibbed plant such as piling rigs sited and restrained or limited in height so that no part can fall to within 3.0m of the nearest rail.

The use of cranes is discussed separately.

Goal Posts or similar will be erected on either side of the bridge span to protect it from over height construction traffic.

## 9.0 Inspection, repair, replacement and general maintenance of the Hot Metal Railway by TATA/SSI

As the Hot Metal Railway is elevated on an underline bridge and embankment it is largely self-contained and segregated from the overland conveyor. However some aspects of the inspection, maintenance and repair of the Hot Metal Railway will require co-ordination or be affected by the overland conveyor either during its construction or subsequently during its operating life.

During construction of the overland conveyor the Hot Metal Railway trackbed and its buffer zone will be kept outside of the construction site so TATA/SSI's activities (including access) will be able to continue without any hindrance. The Safe System of Work will be designed and agreed to ensure that conveyor construction activities do not pose a hazard or restriction to activities on the trackbed. Coordination will however be required during 'possessions' when it is planned to lift in the conveyor structure at the railway. This may restrict the activities that TATA/SSI could otherwise carry out in the vicinity of the conveyor and constrain the passage of works (maintenance) trains. External access to the bridge and embankment and through the bridge span would also be through or within the conveyor construction site and therefore under the control of the Principal Contractor. This would require planning and coordination and may be constrained by construction activities. TATA/SSI's personnel would require induction and or supervision by the Principal Contractor when accessing areas within the construction site which shall be provided without charge or delay. Access shall not be unreasonably refused and shall always and immediately be facilitated in the case of an emergency.

Once the overland conveyor is installed and in operation, due to the proposed headroom of the overland conveyor of circa 7.85m above the Hot Metal Railway and generous side clearances, conventional railway inspection, repair, replacement and general maintenance activities by or on behalf of TATA/SSI

will generally be unaffected. The conveyor will however introduce a short constraint to the otherwise 'free' use of rail mounted cranes and jibbed plant if used for tasks such track renewals. However, working around such a constraint is no different to working around say a short road overbridge or to the existing pipe bridge crossing to the North, and therefore commonly managed.

The conveyor will however constrain methods for major works to and replacement of the underline bridge span in several ways:

- The conveyor bridge span will hamper the use of cranes to lift out or in sections of bridge deck.
- The conveyor trestles will partially obstruct access under the span and could preclude the use of Heavilift bogies to roll out and roll in bridge deck sections.

## 10.0 Recovery of Derailed Trains on the Hot Metal Railway by TATA/SSI

Last year (2014) TATA/SSI had 12 derailments, 5 of which were with laden torpedo wagons. The number of derailments had reduced significantly from previous years following the fitment of lubricators on the curved section of track. The cause of the derailments was typically during loading and unloading operations and on the curved section of the railway. The torpedo wagons have a low centre of gravity, so the derailments of torpedo wagons to date have always remained 'upright'.

Due to the weight of the torpedo wagons, derailment and recovery can cause extensive damage to track. If derailment occurs over a switch/ points the switch/ points will need to be replaced. Running rails are sometimes unclipped and shifted across to assist with the re-railing. The priority following a derailment of a laden torpedo wagon is to get the torpedo wagon to a point where the molten metal can be discharged, before it cools and solidifies in the torpedo. There is a window of up to 48 hours before the metal becomes semi solid. The torpedo may require 'charging' with coke to generate heat or other measures to slow the rate of cooling.

Each derailment is different but TATA/SSI current procedure for dealing with them is as follows:-

1. Jack back onto rails.
2. Pull back onto rails.
3. Lift back onto rails using cranes.

However, TATA/SSI consider that jacking is not possible on the underbridge structure (i.e. on the TATA/SSI railway bridge that the overland conveyor crosses) or where the track is badly disrupted. The combination of the deck construction, orientation of the derailment and adjacent obstructions such as the linklines to the south may preclude pulling the wagon back onto the rails. It was therefore considered by TATA/SSI at the meeting on the 13<sup>th</sup> August 2015, that the only option would be craneage. Two cranes may be required to lift the loaded torpedo wagon due to the weight and current restriction within the infrastructure corridor. The torpedo wagons weigh up to 750 tonnes each when laden and have a 46 Tonne axle loads. This is significantly more than the 25 Tonne maximum axle loads permitted axle on Network Rail infrastructure. The loss of a laden torpedo wagon is considered to be in the order of £8.0M. TATA/SSI had been developing plans for recovering of a derailment along each section of the railway prior to selling the blast furnace operations to SSI in 2011. It was agreed that SSI would provide proposals from this work (if available) and details for the bridge as an action from the meeting on the 13<sup>th</sup> August 2015.

The overland conveyor crosses the Hot Metal Railway where the latter is on a straight alignment and is plain track without switches and crossing and hence the risk of derailment at this location is potentially reduced but not removed. Track condition and any uncorrected track 'twist' associated with differential settlement at the transition between the bridge and embankment would therefore be the most likely triggers for a derailment in the vicinity of the conveyor. The track is maintained within Network Rail's standard for comparable low speed lines and sidings. There is no signalling so trains operate using 'line of sight' at low speed (circa 10mph) with radio communication. The need for track and structure condition monitoring during construction of the overhead conveyor is discussed under section 7.0

Access for plant to the land adjacent to the Hot Metal Railway at the overland conveyor crossing point is already highly constrained by over ground and buried pipelines. However, the alignment of the conveyor over the Breagh gas pipeline and its clearance height of circa 12m above the general ground level within the SembCorp corridor, means that in practice the conveyor will not sterilise access or siting positions for recovery plant and equipment such as cranes to any significant extent on the east side of the railway. Whilst the trestles supports to the conveyor might impede access for large plant and equipment under the bridge span to the west side of the railway the combination of the bridge wing walls, Breagh gas pipeline and overland pipelines already preclude the siting of large plant on this side of the railway.

The overland conveyor may however restrict the otherwise free movement of crane jibs in the area and lifts centred directly under the conveyor.

## 11.0 Risks and Issues due to Hot Metal

In their response to the DCO TATA raised specific risks and issues associated with Hot Metal as a material. These were:

- The risk of breakouts from the torpedo wagons which may result in explosions.
- The quantity of heat released from the torpedo wagons and its potential effect on the conveyor structure particularly if stationary underneath the conveyor for a period.

Breakouts occur when the ceramic lining of the torpedo wagons is worn or eaten away allowing the molten steel to melt its way through the outside wall of the wagon. This usually occurs at the top level of the molten iron. In consequence the quantity of molten iron escaping is typically no more than a tonne. There have been 3 known breakouts since SSI started operations in 2011. Derailment of the torpedo wagons has not resulted in the breakout or escape of molten metal.

Explosions are caused if the escaping metal comes into contact with confined moisture. This generates superheated steam which causes explosions throwing up molten metal and debris potentially 300m into the air if it cannot escape quickly. In practice explosions would result if molten metal landed on moist clay or silty (cohesive) soils but not on damp free draining granular material as this would allow the steam to escape.

The effect of heat released will be considered during detailed design of the conveyor structure but the design will include insulation to the soffit and sides of the conveyor support structure and intumescent paint may also be used.

The underbridges are lined with ceramic tiles across the deck and to a height of 250mm up the sides in order to contain any spillages of molten metal and direct it off the bridge. The bridges also have solid metal screens extending the parapet height in order to contain splatter from any breakouts and mitigate

the risk to assets and personnel underneath the bridge. The sections of track over bridges are defined as 'Red Zones'. Operating instructions require that if a breakout develops, trains continue and do not stop until they are clear of the Red Zone wherever possible.

## **12.0 Lineside and Site Security**

There are a number of existing fences and gates associated with providing security and control of access onto the Wilton Site, and especially the infrastructure corridor. Keeping the construction site secure will be the responsibility of the Principal Contractor during the works, and will need careful consideration. A security review will be undertaken prior to the construction works to help prevent unauthorised access and theft of equipment and materials from the construction area. The current security of the Wilton site is the responsibility of Falck, who have a wealth of experience in security in and around the Teesside Industrial Complexes and their assistance, maybe sought with the security review. Consultation and liaison will of course be required with the TATA and SSI security staff as part of this review and on an ongoing basis during construction.

## **13.0 Conclusion**

This Technical Note provides a formal response to TATA/SSI's concerns as raised in the DCO regarding the interface between the overland conveyor works and the Hot Metal Railway and includes information obtained from the meeting with TATA/SSI on the 13<sup>th</sup> August 2015. Additional information has been added to this Technical Note based on the recommendations provided in the written submission made on behalf of Tata Steel (UK) Limited, SSI and Redcar Bulk Terminal Limited, submitted on the 8th October 2015. The information contained within this and other Technical Notes on constructability shall be reflected in the design and provided to the Principal Contractor as part of the pre-construction information, with which they will be contractually obliged to comply. The Principal Contractor appointed for the overland conveyor and the harbour facility will be required to comply with, as a minimum, SembCorp's operating requirements and those in this technical note. This technical note will form the basis of future discussion and development with TATA/SSI to address their concerns. TATA/SSI will be consulted throughout the life of the project.



## Technical Note

**HaskoningDHV UK Ltd.  
Maritime & Waterways**

To: James Barrie  
From: RHDHV  
Date: 04 November 2015  
Copy:  
Our reference: PB1586 - N023- Rev 4  
Classification: Project related

**Subject: Constructability Issues in response to the DCO – TATA Steel UK Limited (TATA) and Sahaviriya Steel Industries UK Limited (SSI) – SSI Access Road (SSI Road)**

---

*This Technical Note was updated to Rev 3 on the 20<sup>th</sup> August 2015 following a meeting with TATA and SSI. The meeting was held at Tata Steel, Steel House, Redcar on the 13<sup>th</sup> August 2015. In attendance were Clive Donaldson (TATA), Bill Black (SSI), Sean Gleeson (PX Group) and Bill Andrew (RHDHV). The purpose of the meeting was to discuss this Technical Note (Rev 2), to understand the issues raised in the Development Consent Order (DCO) in more detail and to continue dialogue with the asset owners as the project progresses. Minutes from the meeting are available, RHDHV reference PB1586 – M001 – Rev 1, dated 13<sup>th</sup> August 2015. Clarification and additional information from the meeting has been incorporated into this Technical Note.*

*Subsequent to Rev 3, this Rev 4 update has been undertaken in response to the recommendation provided within the written submission made on behalf of Tata Steel (UK) Limited, SSI and Redcar Bulk Terminal Limited, submitted on the 8<sup>th</sup> October 2015.*

## 1.0 Introduction

The York Potash Harbour Facilities Project is currently at a stage whereby consultation has been undertaken with the Consultees including Landowners and Third Party Asset Owners as part of the DCO application process. This process has raised a number of issues and concerns. These generally fall into two categories; firstly, there are points associated with legal matters such as concerns over Compulsory Acquisition, etc. Secondly there are concerns associated with constructability issues including the interface with existing assets and infrastructure throughout the construction period of the project and ongoing operational phase.

The purpose of this document is to address the constructability and ongoing operational issues raised by TATA/SSI, as Affected Persons in the DCO process, regarding the overland conveyor. As such this document is one of a series of similar documents which each addresses the particular constructability issues raised. These issues will need to be addressed prior to and reviewed throughout the construction period and operational phase of the project.

Below are the constructability issues raised by TATA/SSI in relation to the TATA/SSI Access Road (SSI road) used to transport oversized equipment and considerations on how these issues could be addressed by the Principal Contractor, appointed for the construction of the overland conveyor and also in future operation. For consistency with the DCO submission, the TATA/SSI Access Road will be referred to as the 'SSI road' throughout this document.

Issues raised by TATA/SSI in relation to other assets such as the Hot Metal Railway are not considered in this document and will be considered separately elsewhere.

This document is not exhaustive but will assist in future discussions and development with TATA/SSI. This information will be provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with.

This Technical Note (N023) is to be incorporated within the DCO by reference in the relevant protective provisions.

## 2.0 Wording from the DCO

The relevant wording provided in the TATA/SSI late representation to the DCO with regards to constructability issues is as follows;

### 1) Access

*The proposed conveyor route crosses over road and rail infrastructure used by TATA Steel. TATA Steel has a requirement to transport oversized equipment (e.g. cranes) via an access road from the Redcar Site Entrance Roundabout to the Universal Beam Mill. No alternative access points are capable of accommodating the vehicles transporting this equipment. It is imperative that the overhead conveyor does not impede the use of this route by oversized vehicles. It is considered that the proposals have not adequately addressed this matter."*

## 3.0 Understanding of the Issues

TATA/SSI are concerned that the transport of oversized equipment along the access road known as the 'SSI road', 'Blue Main Route' or 'Blue Heavy Hall Route'. The access road will be referred to as the SSI road throughout this document. The SSI road should not be impeded by the construction, operation and maintenance of the overland conveyor.

The SSI road links the Lackenby site operated by TATA/SSI where steel products are made from molten steel, with the Redcar site operated by Sahaviviriya Steel Industries (SSI) where the steel is made. In doing so it also provides a private route from TATA/SSI's Lackenby site to the waterfrontage at the Redcar Bulk Terminal which is jointly operated by TATA and SSI. It not only provides a private road link between the Lackenby and Redcar sites but also a potential route unrestricted in height from PD Ports, through the Lackenby site, across the Hot Metal Railway via a mothballed level crossing to the Steel House roundabout on the A1085 and thence to the Wilton site, which was formerly owned by ICI. The molten steel is however conveyed from the Redcar site to the Lackenby site by the Hot Metal Railway which is the subject of a separate Technical Note (N022).

Besides the transport of oversized equipment along the SSI road, it is primarily used as a heavy haul route to convey:-

- Coal from the Bulk Terminal to the coking plant
- Coke from the Coking plant to the Redcar Blast Furnace
- And occasional slag products by Hanson/ Tarmac

The coking operations run 24 hours a day, 7 days a week with between 4 and 30 trucks on turnaround. The trucks are quarry type dump trucks and special articulated lorries which are too big and or



unlicensed to run on public roads. The vehicles also need to pass the weighbridge on the Redcar site which is accessed via the SSI road.

For much of its length there is also a single railway track at the same level and immediately on the western side of the SSI road. This shares embankments and underbridge structures with the SSI road. This track provides a private rail link between sidings on the Lackenby site and sidings in the Redcar Ore Terminal avoiding the use of Network Rail controlled tracks. At its southern end this railway track forms the northern headshunt to the Lackenby 'Grid' Sidings.

The overland conveyor will cross over the SSI road at the intersection designated MC6 on the route plans (See drawing PB1586-SK-1043). The intersection is at a point where the SSI road is on an embankment approximately 6.0 metres high and approximately 35m north of the northern abutment of a multispan bridge over a series of access roads and surface pipelines. On the west side a short way away is a separate parallel but lower embankment belonging to Network Rail which carries the tracks of their Darlington to Saltburn railway.

An indicative cross section is shown on drawing PB1586-SK1056. Whilst the overland conveyor will provide at least 8.24m headroom there is currently no limiting headroom above the SSI road. This compares to, for example, a minimum required headroom on UK Trunk Roads of 5.7m for new structures such as the conveyor on normal routes or 6.45m on high load routes (DMRB TD27/05 Table 6.1).

Comments on the above issues are provided in the following sections on:-

- Safe System of Work
- Available Headroom
- Compatibility with Railway Possessions
- Lifting activities
- Inspection, repair, replacement and general maintenance by TATA/SSI
- Site Security

#### 4.0 Safe System of Work

The construction project will be notifiable and carried out in accordance with 'The Construction (Design and Management) Regulations 2015' or such replacement or updated Regulations (or similar) as are in force at the relevant time.

The Principal Contractor is to conduct site inductions for all of his staff and sub-contractors. It is also his duty to appoint and engage contractors and workers and provide the right management and supervision whilst also monitoring the hazards on site.

For the Southern conveyor route 95% of the overland conveyor is in an existing infrastructure corridor, operated by SembCorp. All work within this corridor is controlled by SembCorp under their Safe System of Work (SSoW) as detailed in SembCorp Management Procedure "Safe Systems of Work and Risk Assessment – 1301". This is a permit to work based system. Historically, SembCorp have always insisted on the application of this process to **ALL** works within the infrastructure corridor regardless of whether it be a small maintenance task or a major capital project such as this. The SSoW is quite onerous, but given the high hazard nature of the assets in the area it is appropriate. The Principal Contractor appointed for the overland conveyor and the harbour facility will need to adhere to the SSoW and its requirements for works and operations within the infrastructure corridor, including access.

Identified below are the SembCorp Management Procedures which will be applied to the management of the construction activities under SembCorp's SSoW:

- Control of ignition sources and fire permits - 1303
- Lifting Activities Management and Control - 1448
- Construction operation maintenance and modification of link and vein lines - 1342
- Entry into Confined Spaces - 1304
- Lone and Isolated Workers - 1404
- Safe Systems of Work and Risk Assessment - 1301
- Management of Roads including Mobile Cranes and Abnormal Loads - 1309
- Control of Modifications - 1601
- Use of Work Control Permits - 1360
- Linkline Emergencies - 1215
- Management of Site Drainage and Effluent Systems – 1701
- Avoidance of Danger near Overhead Power Lines – 1452
- Excavations – 1308
- Review of Risk Assessments and Method Statements – 1320
- Control of Ionising Radiation for Industrial Radiography – 1424
- Prevention of River Pollution – 1217
- Prevention of Contamination of Soil and Groundwater – 1703
- Disposal of Waste Materials – 1702
- Environmental Control and Compliances with The Environmental Permitting (England and Wales) Regulations – 1746
- Management of Work Covered by the Construction regulations – 1426

There are more Procedures within SembCorp's full suite of Management Procedures which will be complied with as appropriate, but those listed above are the ones which are most likely to be applicable to the York Potash Harbour Facilities Project. For work on TATA/SSI owned and operated areas, the respective TATA/SSI Safe System of Work will be applied and adhered to.

TATA/SSI will be given the opportunity to review and comment on the design of the overland conveyor and, if required, have a watching brief on site when construction occurs adjacent to or over their asset. Any reasonable requirements of TATA/SSI in respect of the conveyor design will be incorporated.

The Principal Contractor must therefore be geared up for extensive liaison and coordination with asset owners and users (including TATA/SSI) and for construction in a potentially hazardous environment controlled by safe systems of work that incorporate permits to work.

Additional requirements arising from working alongside or above other infrastructure including Network Rail main lines, the Hot Metal Railway and the SSI road will be incorporated into the Principal Contractors safe systems of work. These might include fenced exclusion zones where access for plant and personnel would be controlled by a permit system designed to mitigate the particular risks arising from the infrastructure. They would also include TATA and SSI's own Safe Systems of Work as appropriate.

## **5.0 Available Headroom**

Whilst a headroom of 8.24m would be significantly more than the 5.7m minimum normally provided for similar new structures on national trunk roads it is recognised that it will be a restriction when compared

to the current unrestricted height situation. It has been at least 5 years since the last high load passed along this route. However, in the recent weeks the possibility of a 6.74m high load from PD Ports to Wilton is being discussed. Such abnormal load movements are arranged on an ad-hoc basis and can be accommodated between trains using the Hot Metal Railway.

The maximum height of the conveyor and its enclosure is constrained by the required electrical clearance when passing under nearby National Grid power lines. The current enclosure proposed for the conveyor has an elliptical cross section and a depth from top to soffit of 6.0m. A rectangular cross section would allow the depth of the enclosure to be reduced. This would allow the headroom above the SSI road to be increased to 9.4m.

The available headroom will be increased if possible.

## 6.0 Compatibility with Railway Possessions

As noted there is a railway track which runs parallel to the SSI road under the overland conveyor. The railway track connects the Lackenby Site with those at the Redcar Bulk Terminal, both of which have an independent connection to Network Rail. This railway track is not in regular use (3-4 train movements a year), but is retained as an alternative in the event of a blockage of the connection to Network Rail. There is no signalling on this line other than at the level crossings.

The section of track under the conveyor is not normally needed as a headshunt for the Lackenby Grid sidings as shunting is usually undertaken from the other end of the sidings and there is sufficient length for a locomotive headshunt before the conveyor. Therefore, during the construction phase of the overland conveyor, the track could be readily 'closed' for a period (possibly for a few days), by prior arrangement with TATA/SSI for the conveyor span to be lifted into position. Therefore, minimising the need for a railway possession. However, the appropriate control and management permits will still be needed, to work on and around the track including lifting in the conveyor structure.

The system of railway possessions and provisions for working on or alongside railways with plant such as cranes is discussed in more detail in Note N022 on the Hot Metal Railway. Similar measures will be employed for the track alongside the SSI road where appropriate.

If the railway line cannot be 'closed' for a period of two days, the concept for the overland conveyor still lends itself to being erected in relatively short 'possessions'. Thus, depending on the possession time available one or more trestles would be erected on either side of a railway and secured and then the main span would be lifted on. The main span would already be clad when lifted in allowing fit out of the conveyor to proceed safely from within the conveyor envelope. This is the approach that is envisaged where the overland conveyor crosses both the Network Rail and the Hot Metal Routes.

Such a methodology will also be followed for the SSI road in order to limit inconvenience to TATA/SSI and their operations.

At the SSI road crossing the trestle foundations for the conveyor are located beyond the foot of the SSI road embankment and can be constructed without possessions or road closure. The trestles supporting the main span over the SSI road will be designed to provide stability and restraint with or without adjacent spans being erected. The weight of the conveyor span when lifted in is expected to be up to 60 tonnes.

## 7.0 Lifting activities

A major concern is the protection of the assets should a load be dropped, giving rise to the potential for damage to assets. The SSI road can be expected to be relatively robust compared to other assets. Nevertheless a lifting study will be developed in consultation with TATA/SSI looking at the issues of protecting assets above the ground at shallow depth or of particular sensitivity (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the construction of the overland conveyor. The following methodology has been developed at this stage and will be applied when carrying out the lifting study.

All large lifts will be pre-planned in detail in consultation with TATA/SSI. The size of crane would be selected to allow additional spare capacity for all lifts. On Network Rail projects cranes are limited to 75% of capacity when lifting over or around railway tracks and any tandem lifts would have a 50% down-rating in capacity rather than the normal 25% required in codes of practice. The same protocol will be followed for the SSI road.

A temporary closure of the SSI road to vehicles will be required during the installation of the conveyor over the road. This would have an impact on the vehicles currently using the haul road to transport coal, coke and slag products between the sites. SSI and TATA have requested that prior to the temporary closure, sufficient notice be given and the timing of the lift agreed so that stockpile of coke and coal can be built up in advance. Road legal vehicles could be diverted via the public highway.

Cranes being erected or making lifts outside possessions would be sited and slew restricted so that no part of the crane or suspended load could fall onto the tracks or supporting structures.

Suitable foundations will be designed so that they are capable of supporting the crane outriggers or track loads, positioned outside of any known easement. Lifting gear would also have a greater than normal factor of safety and the use of double stropping would be followed. It is likely that the Principal Contractor will subcontract all major lifts and these will be carried out under the "CPA Contract Lifting Services Agreement" where the crane supplier supervises and takes responsibility for the lift subject to suitable indemnities and/or insurance.

The Principal Contractor may wish to propose the use of reusable temporary works, specially designed for the purpose, these would be fabricated both to safely support the overland conveyor support legs and the overhead conveyor structure during erection. Hydraulically operated cross heads may also be used to prevent any part of the conveyor from falling from height in the unlikely event of a lifting equipment failure. The type and design of the temporary works will be the responsibility of the Principal Contractor, TATA/SSI will be given the opportunity to review and comment on the design of the temporary works.

As an absolute minimum, "Lifting Operations and Lifting Equipment Regulations 1998 (LOLER): Approved Code of Practice and Guidance" will need to be followed at all times regarding the extensive lifting activities which will be associated with the overhead conveyor construction activities. SembCorp Management Procedure "Lifting Activities Management and Control – 1448" will also need to be considered in the control of lifting activities, although it is worth noting that this document is based on the LOLER Approved code of practice.

## **8.0 Inspection, repair, replacement and general maintenance of the SSI Road by TATA/SSI**

Few aspects of the inspection maintenance and repair of the SSI road will require co-ordination or be affected by the overland conveyor either during its construction or subsequently during its operating life. Some restrictions will occur as follows but these will be mitigated by the planning and coordination work York Potash and its agents or contractors will undertake in consultation with TATA/SSI.

During construction of the overland conveyor the SSI road and its buffer zone will be kept outside of the normal construction site so TATA/SSI's activities (including access) will be able to continue without any hindrance. The Safe System of Work will be designed and agreed to ensure that conveyor construction activities do not pose a hazard or restriction to TATA/SSI's continued use of the SSI road. Coordination will however be required in respect of periods when it is planned to lift in the conveyor structure over and adjacent to the SSI road. This will require a short term full closure of the SSI road and 'possession' of the adjacent rail track for a few hours. Temporary lane closures may also be required at other times as adjacent parts are erected and larger or pre-assembled parts are transported.

During operation of the conveyor, lane closures may be required as a precaution when carrying out external inspection and maintenance work on the conveyor span. These will be planned and only with the prior agreement of TATA/SSI.

Once the overland conveyor is installed and in operation, due to the proposed headroom of the overland conveyor of 8.24m or more above the SSI road and rail track and the generous side clearances, conventional road and railway inspection, repair, replacement and general maintenance activities by or on behalf of TATA/SSI will generally be unaffected. The conveyor will however introduce a short constraint to the otherwise 'free' use of cranes and jibbed plant if used for tasks such track renewals. However working around such a constraint is no different to working around say a short road overbridge and is therefore commonly managed.

## **9.0 Lineside and Site Security**

There are a number of existing fences and gates associated with providing security and control of access onto the Wilton Site, and especially the infrastructure corridor. Keeping the construction site secure will be the responsibility of the Principal Contractor during the works, and will need careful consideration. A security review will be undertaken prior to the construction works to help prevent unauthorised access and theft of equipment and materials from the construction area. The current security of the Wilton site is the responsibility of Falck, who have a wealth of experience in security in and around the Teesside Industrial Complexes and their assistance, may-be sought with the security review. Advice and agreement will also be sought from TATA/SSI security with regards to matters associated with their site security issues.

As part of this security review the suitability of current lineside fencing and the provision of fenced or demarcated exclusion zones within the construction site will be considered. The review and measures implemented will take cognisance of the needs of TATA/SSI and others for access.

## 10.0 Conclusion

This Technical Note provides a formal response to TATA/SSI's concerns as raised in the DCO regarding the interface between the overland conveyor works and the SSI road and includes information obtained from the meeting with TATA/SSI on the 13<sup>th</sup> August 2015. Additional information has been added to this Technical Note based on the recommendations provided in the written submission made on behalf of Tata Steel (UK) Limited, SSI and Redcar Bulk Terminal Limited, submitted on the 8th October 2015. The information contained within this and other Technical Notes on constructability shall be reflected in the design and provided to the Principal Contractor as part of the pre-construction information, with which they will be contractually obliged to comply. The Principal Contractor appointed for the overland conveyor and the harbour facility will be required to comply with, as a minimum, SembCorp and TATA/SSI operating requirements and those in this technical note. This technical note will form the basis of future discussion and development with TATA/SSI to address their concerns. TATA/SSI will be consulted throughout the life of the project.

## Technical Note

**HaskoningDHV UK Ltd.  
Maritime & Waterways**

To: James Barrie  
From: RHDHV  
Date: 05 November 2015  
Copy:  
Our reference: PB1586 - N029 - Rev 4  
Classification: Project related

**Subject: Constructability Issues in respect of the BP CATS Pipeline  
NORTHERN ROUTE**

4	05/11/2015	CDJ	RP	RP
3	23/10/2015	CDJ	DB	DB
2	19/10/2015	CDJ	RP	RP
1	19/10/2015	CDJ	DB	RP
<b>Revision</b>	<b>Date</b>	<b>Drafted by:</b>	<b>Checked by:</b>	<b>Approved by:</b>

## 1.0 Introduction

- 1.1** The York Potash Harbour Facilities Project is currently at a stage whereby formal consultation has been undertaken with the Consultees including Landowners and Third Party Asset Owners as part of the Development Consent Order (DCO) application process. A number of Consultees have raised similar issues and concerns. These generally fall into two categories; firstly, there are points associated with legal matters such as concerns over Compulsory Acquisition, etc. Secondly there are concerns associated with constructability issues including the interface with existing assets and infrastructure throughout the construction and operational phases.
- 1.2** The purpose of this document is to address the constructability issues we believe BP, a Consultee in the DCO process, has regarding the overland conveyor. These issues will need to be addressed prior to and reviewed throughout the construction period of the project.
- 1.3** Below summarises our understanding of the main constructability issues as raised by a number of Consultees and consideration as to how they could be addressed by the Principal Contractor, appointed for the construction of the overland conveyor and the harbour facility for Phase 1 and Phase 2 of the project. It is not exhaustive but will assist in future discussions and development with BP. This information will be provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with.

## 2.0 BP assets within the Order Limits

- 2.1** BP has a 36 inch high pressure gas major accident hazard pipeline, referred to as the BP CATS pipeline. There is also a CATS Tunnel for the River Tees crossing.
- 2.2** The BP CATS pipeline is located underground, within an infrastructure corridor operated by SembCorp, and is in the vicinity of the overland conveyor route. Within the SembCorp corridor the BP CATS pipeline is protected by an easement that varies in width from 3m to 10m.



2.3 The proposed overland conveyor runs above the BP CATS pipeline for approximately 250m of its length and is in close proximity for approximately 280m along the eastern side of the NWL Treatment Plant. Along this section the pipeline is protected by a 10m easement.

### 3.0 Understanding of the Issues

3.1 A number of Consultees are concerned that the construction of the overland conveyor works could damage or compromise their ability to maintain and operate their pipeline assets in the infrastructure corridor.

3.2 We have provided comments in the following sections on:-

- Safe System of Work
- Control of traffic near linklines, near and over easements
- Inspection, repair, replacement and general maintenance of pipelines by BP
- Working above the BP CATS easement
- Excavating and Piling in the proximity of the buried assets
- Roads
- Site Security

### 4.0 Safe System of Work

4.1 The construction project will be notifiable and carried out in accordance with 'The Construction (Design and Management) Regulations 2015'.

4.2 The Principal Contractor is to conduct site inductions for all of its staff and sub-contractors. It is also its duty to appoint and engage contractors and workers, and provide management and supervision whilst monitoring the hazards on site.

4.3 York Potash will engage an independent construction QA to oversee critical construction activities relating to the CATS pipeline during the construction phase.

The critical construction activities are defined as:

- All excavation works within the BP CATS easement
- All piling within 10m either side of the BP CATS pipeline
- All backfilling and compaction work within the BP CATS easement
- Erection of crash mats above the BP CATS pipeline
- All lifting over the BP CATS easement.

4.4 For 40% of its route, the overland conveyor is within an existing infrastructure corridor, operated by SembCorp. All work within this corridor is controlled by SembCorp under their Safe System of Work (SSoW) as detailed in SembCorp Management Procedure "Safe Systems of Work and Risk Assessment – 1301". This is a permit to work based system. Historically, SembCorp have insisted on the application of this process to **ALL** works within the infrastructure corridor regardless of whether it be a small maintenance task or a major capital project. The SSoW is rigorous, but given the highly hazardous nature of the assets in the area it is appropriate. The Principal Contractor appointed for the overland conveyor and the harbour facility will need to adhere to the SSoW and its requirements for works and operations within the infrastructure corridor, including access.

4.5 Identified below are the SembCorp Management Procedures which will be applied to the management of the construction activities under SembCorp's SSoW:



- Control of ignition sources and fire permits - 1303
- Lifting Activities Management and Control - 1448
- Construction operation maintenance and modification of link and vein lines - 1342
- Entry into Confined Spaces - 1304
- Lone and Isolated Workers - 1404
- Safe Systems of Work and Risk Assessment - 1301
- Management of Roads including Mobile Cranes and Abnormal Loads - 1309
- Control of Modifications - 1601
- Use of Work Control Permits - 1360
- Linkline Emergencies - 1215
- Management of Site Drainage and Effluent Systems – 1701
- Avoidance of Danger near Overhead Power Lines – 1452
- Excavations – 1308
- Review of Risk Assessments and Method Statements – 1320
- Control of Ionising Radiation for Industrial Radiography – 1424
- Prevention of River Pollution – 1217
- Prevention of Contamination of Soil and Groundwater – 1703
- Disposal of Waste Materials – 1702
- Environmental Control and Compliances with The Environmental Permitting (England and Wales) Regulations – 1746
- Management of Work Covered by the Construction regulations – 1426

**4.6** There are more Procedures within SembCorp's full suite of Management Procedures, but those listed above are the ones which are most likely to be applicable to the York Potash Harbour Facilities Project.

**4.7** BP will be given the opportunity to review the design and drawings for the overland conveyor and will provide a watching brief on site to supervise works in close proximity to the BP CATS pipeline. BP will be able to comment and discuss any constraints that they feel may be imposed as a result of the overland conveyor design and construction in limiting access of maintenance activities, during the detailed design stage. Any construction drawings showing the BP CATS pipeline will reference the appropriate BP drawing; this will enable BP to confirm that the latest and most up to date drawings are being used at the detailed design stage. In order to facilitate this, BP will be included on the design distribution list. Details of York Potash and the Principal Contractors management of change procedures and compiling audit results will be provided to BP for review. The Principal Contractor's management of change procedures will be an important element of the tender review process. An emergency procedure for liaison between BP and York Potash Facility and the Principal Contractor will also be developed as part of the pre-construction information.

**4.8** The BP CATS pipeline runs below ground in close proximity to the above ground pipelines (generally known as "link lines") which run on existing common infrastructure. The pipelines on these link lines are owned by several different companies and carry a mix of hydrocarbon products, industrial gases, and industrial effluents.

**4.9** The route of the overland conveyor runs through an area which is intended for use as an infrastructure corridor, as such there are many assets running through the area that the project will need to take into account during the design.

- 4.10** As part of the Statutory Consultation undertaken by York Potash, the Health and Safety Executive has confirmed that the overland conveyor and the harbour facility do not fall within the 'Consultation Zone of Major Accident Hazard Pipelines'.
- 4.11** At the detailed design stage a dropped object study will be undertaken to determine the implications of dropped objects due to conveyor blockage/ failure and provision of safeguards should they be required.
- 4.12** The conveyor electrical design is to be reviewed by a specialist to determine whether AC interference, which could cause damage to the BP CATS pipeline or pipeline coating, is possible. Modifications to the electrical design may be required to mitigate the effect should it be present.

## **5.0 Control of traffic near linklines, near and over easements**

- 5.1** A major concern working near or over these assets will be how to protect the linklines and below ground pipelines from accidental damage from construction traffic and during lifting activities. Lifting activities are discussed separately below.
- 5.2** A detailed traffic management plan will define vehicle access routes in the construction and operational phases. It will assess the risk from vehicle movement and provide safeguards for the risks identified. The traffic management plan will be developed by the Principal Contractor at the pre-construction phase of the project.
- 5.3** Several guidance notes exist within the pipelines and gas industries which detail steps that should be taken to protect pipelines from damage associated with traffic movement; these will be referenced in the detailed traffic management plan:
- International Institution of Gas Engineers and Managers – IGE/SR/18 Edition 2 – Safe working practices to ensure the integrity of gas pipelines and associated installations.
  - Linewatch – Special Requirements for Safe Working in close proximity to high pressure pipelines.
  - Northern Gas Networks – Safe working in the vicinity of high pressure gas pipelines and associated installations.
- 5.4** All notes contain similar advice and guidance on the protection of pipeline easements from traffic and construction activities, using the following steps:
- The easements of each buried pipeline will be marked out well in advance to clearly delineate the easement. The location of the buried pipeline will be positioned by referring to the asset owner's drawings and verified by other means on site e.g. using a cable avoidance scanner, physically locating the crown of the pipeline in accordance with the appropriate BP guidelines and visually locating the asset owner pipeline markers. Additional marker posts will be installed with the asset owner present, to provide a visual reference as to the alignment of the asset. The type and suitability of the marker post will be agreed with the asset owner. Backfilling of the trial pits to locate the crown of the pipeline within the easement will be carried out in accordance with the appropriate BP guidelines, including the need to carry out compaction testing.
  - Where practical the easements will be fenced off with nominated crossing points open and clearly signed and identified.
  - Protective measures such as load plates or bog mats should be placed across the easement at the crossing points. However, load plates or bog mats would only be considered following design checks to determine that the loading on the pipeline is within acceptable limits, these limits will be determined in consultation with the asset owner/ operator.

- Where heavy loads or high volumes of traffic are to cross the easement of the buried pipelines, protective measures such as a reinforced concrete slab or steel platforms bridging over the easement will be constructed at the crossing. Design checks will be made to determine the loading on the pipeline is within acceptable limits determined in consultation with the asset owner/ operator.

5.5 BP design standards or industry design standards will be followed in dealing with protection of their asset.

## 6.0 Inspection, repair, replacement and general maintenance of pipelines by BP

6.1 For all pipelines, access will be provided to enable inspection, repair, replacement and general maintenance by BP throughout the construction phase. This will be controlled and managed by the Principal Contractor through routine and regular dialogue with SembCorp as the operators of the infrastructure corridor.

6.2 Technical Note N028 entitled 'Pipeline construction method and conveyor interface with the BP CATS Pipeline' has been prepared specifically for the Southern Route, explains the installation techniques for pipelines and how maintenance on the pipeline can be undertaken under the overhead conveyor during the operational phase. The same issues will affect the Northern Route along the eastern edge of NWL Treatment Plant, where the overland conveyor oversails the pipeline for approximately 250m. BP will have the opportunity to review and comment on the design during the detailed design stage of the project. BP will be able to identify any safeguards that may be required as a result of the conveyor arrangement or construction activity limiting access for maintenance.

6.3 At the detailed design stage a dynamic analysis of the structure and refinement of the conveyor and conveyor support structure and careful consideration of operational procedures will be undertaken to ensure that vibration in the transition zone are not induced.

## 7.0 Working above the BP CATS easement

7.1 A key concern is the protection of the buried assets. A lifting study will be developed looking at the issues of protecting assets below the ground (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the construction of the overland conveyor. There will be no lifting over any exposed section of the BP CATS pipeline or live or vulnerable plant containing hazardous substances or pressure energy. The following methodology has been developed for carrying out the lifting study.

7.2 All large lifts will be pre-planned in detail (lift plan), taking into account the working environment. Some of the elements considered as part of the working environment are wind speed limits, weather, ground conditions, load being lifted, shape of load and centre of gravity, nearby assets, working activities in the vicinity, lifting equipment and method. BP will be part of the review of the lifting plan and be able to input into this plan. BP will be able to check the level of detail and competences of the crane hire company (qualifications, CV's and accredited membership of industry recognised body). The verification and approval of the lifting plan will be the responsibility of the Principal Contractor. It is likely that the Principal Contractor will subcontract all major lifts and these will be carried out under the "CPA Contract Lifting Services Agreement" where the crane supplier supervises and takes responsibility for the lift.

7.3 The size of crane would be selected to allow additional spare capacity for all lifts and any tandem lifts would have a 50% down-rating in capacity rather than the normal 25% required in the codes of practice.

As part of the lift plan the siting of crawler tracks or outrigger pads (outside of the easement) will be checked to avoid excess loading on the pipeline. If necessary suitable foundations (ground bearing or piled) will be designed so that they are capable of supporting the crane outriggers or track loads, positioned outside of the easement. Lifting gear would also have a greater than normal factor of safety and the use of double stropping would be required.

- 7.4** The lifting of loads will be carefully planned to eliminate any possibility of the load swinging over the easement. As mentioned in section 5.0, the easement will be marked and where practical fenced off, in advance, to clearly delineate the easement. When loads are lifted over the easement these will be controlled and the risks eliminated by technical procedures, by limits set within the crane's operational parameter (e.g. setting slew, sway/ working zone) and by the skill and experience of the crane operator and banks man.
- 7.5** Any construction works above the buried pipeline will require the protection of the pipeline. This could be achieved by a temporary platform made with steel crane mats, these would typically be supported on steel sections fabricated to form a grillage packed up on bearers, spaced sufficiently wide apart to spread the load to the ground outside of the easement. The load applied to the ground will be calculated and within the limits agreed with the asset owner. Additional timber mats or fill material could be provided on top of the steel crane mats to cushion impacts. However, the construction of the temporary platform has to be balanced by the risk that erection and removal of the protective measures may themselves introduce. Construction plant will either work from similar platforms or be positioned sufficiently distant from the easements to avoid loads being imparted onto the pipeline in agreement with the asset owner.
- 7.6** Reusable temporary works, specially designed for the purpose, could be fabricated both to safely support the overland conveyor support legs and the overhead conveyor structure during erection. Hydraulically operated cross heads could be used to prevent any part of the conveyor from falling from height in the unlikely event of a lifting equipment failure.
- 7.7** During the operational phase any maintenance works to the conveyor above the buried pipeline will require the protection of the pipeline from falling objects. This would be over the full width of the easement under the section of conveyor being worked upon. A dropped object study will be developed looking at the issues of protecting assets below the ground (i.e. protection mats etc.) and determining the envisaged loads expected during the operational phase of the overland conveyor. A lifting study will also be developed looking at the issues of protecting assets below the ground (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the operational phase of the overland conveyor, similar to that for the construction phase. The adequacy of the study will also be checked to ensure it is representative of all locations along the route of the overland conveyor. This information will be contained within the Operation and Maintenance Manual (O&M Manual). This manual will be prepared by the Principal Contractor appointed for the construction of the overland conveyor and the harbour facility and in conjunction with York Potash Limited. Having a prepared representative dropped object and lifting study will enable it to be pre agreed with the asset owner so that emergency/emergent works can be reviewed and carried out more efficiently. BP will have a watching brief on site to supervise maintenance works in close proximity to the BP CATS pipeline. BP must be able to provide a representative on site within an agreed timescale to oversee planned and emergent or emergency tasks. York Potash will provide BP with details of maintenance activities, frequency, strategy and methodology prior to the operational phase. BP will be part of the review of the lifting plan and be able to input into this plan. BP will be able to check the level of detail and competences of the crane hire company (qualifications, CV's and accredited membership of industry recognised body) being used during the operational phase.

**7.8** As a minimum, “Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)” Approved Code of Practice and Guidance will be followed at all times regarding the extensive lifting activities which will be associated with the overhead conveyor construction activities. The use of work equipment regulation “Provision and Use of Work Equipment Regulations 1998 (PUWER)” Approved Code of Practice and Guidance will also be adhered to. SembCorp Management Procedure “Lifting Activities Management and Control – 1448” will also need to be considered in the control of lifting activities, although it is worth noting that this document is based on the LOLER Approved code of practice.

## **8.0 Excavating and Piling in proximity of the buried assets**

**8.1** It is envisaged that there will be no piling or excavation within the easement. Any proposed piling operations within 10m either side of the BP CATS pipeline, will require the crown of the pipeline to be physically exposed by hand digging, so its location can be confirmed in the presence of the asset owner. Any proposed piling operations within 5m either side of the BP CATS pipeline, will in addition to exposing the crown of the pipeline, require excavating at the location of the piling to a level below the depth of the pipeline this can be done by mechanical means to ensure that no materials are present that could damage the pipeline if disturbed, in the presence of the asset owner. All excavations within 1.5m of the pipeline must be hand dug, in accordance with BP guidelines. The assets initial location will be positioned by referring to the asset owner’s drawings and verified by other means on site e.g. using a cable avoidance scanner and visually locating the asset owner pipeline markers, as noted in section 5.0. It may be necessary to install some form of physical separation between the asset and pile/ excavations during construction, such as a driven sheet pile between the pile and the buried asset. The means and need for separation will be agreed with the asset owner prior to the start of the construction activities. The Principal Contractor may wish to carry out multiple excavations at any one time; notification as to the location, timing and duration of works will be pre-planned to enable the asset owner sufficient time to mobilise in order to witness the activities. Any backfilling operations within the easement will be carried out in accordance with the appropriate BP guidelines, including the need to carry out compaction testing.

**8.2** The guidance notes referred to in section 4.0 suggest that the proximity of piling activities to pipelines of this nature does vary, but all state that piling can be carried out near to the pipeline, provided that an assessment of the vibration levels at the pipeline is carried out. It is the intention that bored or CFA (Continuous Flight Auger) piling will be used where necessary to minimise vibration. The guidance notes suggest that the peak particle velocity at the pipeline should be limited to a maximum level of 75 mm/sec. Where the peak particle velocity is predicted to exceed 50mm/sec, the ground vibration shall be monitored using a typical monitoring device such as the Vibrock V801 seismograph and tri-axial geophone sensor. Random vibration monitoring will be carried out at an early stage of the construction works. Where ground conditions are of submerged granular deposits of silt/sand, an assessment of the effect of any vibration on settlement and liquefaction at the pipeline will be carried out. Trial piling will be carried out on site and vibration limits established in accordance with BS 5228-2: 2009, and in consultation with BP. Research into maximum allowable peak particle velocity values for various assets will be undertaken and agreed with the asset owners. This method of monitoring vibrations will also be adopted should there be a need to use impact breakers to remove areas of hard standing over the piles or at pile caps locations. If the limits are likely to be exceeded, other methods of removing hard material will be used, such as high pressure water jetting or concrete coring using diamond drills or diamond sawing.

**8.3** In terms of excavations for pile caps near buried assets, the guidance documentation referred to in section 4.0 suggests that when excavating within 3m or less of the pipeline asset, the asset



owner/operator recommends a representative present or available on site. The crown of the asset is to be physically exposed by hand digging so its location can be confirmed.

- 8.4** A ground study will be undertaken prior to any piling operations or excavations and will include settlement assessment and/or stress analysis. The adequacy of the study will also be checked to ensure it is representative of all locations along the route of the overland conveyor. The ground study will determine the zones of influence on the buried asset, as this may identify the need for additional protection (i.e. temporary propping). Any additional protection will be subject to the approval of BP. Should there be a need to use piling platforms these will be designed and constructed in accordance with BRE 470. A safe method of working will be developed to minimise risk to the BP CATS pipeline. The safe method of working will taking into account the working environment some of the elements considered as part of the working environment are wind speed limits, weather, nearby assets, working activities in the vicinity.
- 8.5** The BP CATS pipeline is protected with a cathodic protection system. A functional test/survey will be undertaken within the limits of the site prior to any construction work, to establish baseline data. Further monitoring will be undertaken during (frequency to be agreed with BP) and at the end of the construction works. The monitoring will be undertaken by the Principal Contractor in conjunction with the BP Site Representative. The monitoring will identify any changes to the cathodic protection system and possible damage from construction activities. During the operational phase the cathodic protection will continue to be monitored by BP to test the effectiveness of the cathodic protection system and to test for stray currents. If shielding occurs or stray currents are identified as a consequence of the overland conveyor, mitigation and/or modifications to the cathodic protection are to be implemented such as the installation of sacrificial anodes. Additional test facilities will need to be installed. During the operational phase York Potash Limited will undertake soil and groundwater tests to check for ground contamination from Potash dust.
- 8.6** The locations of the cathodic protection system test positions will be added to the construction drawings at the detailed design stage, based on information provided by BP. As noted in section 4.0 BP will be given the opportunity to review the construction drawings and verify the information shown.
- 8.7** When working near ducts the main concern will be cable strikes when breaking ground. SembCorp's excavation permit system incorporates a cable search as part of the application process. SembCorp MP "Excavations – 1308" will need to be adhered to in order to control this.
- 8.8** In conjunction with the guidance notes, SembCorp procedure "Excavations – 1308" and appropriate BP guidelines will need to be followed for all excavations. Excavations are defined as "any work involving breaking ground".

## **9.0 Roads**

- 9.1** There are a number of roads (surfaced and unsurfaced) within the infrastructure corridor. The Principal Contractor will be required to interface with the owners and provide access for the asset owners during the construction works.
- 9.2** Any roads requiring temporary closure to enable construction of the overland conveyor will be planned well in advance and coordinated with the owner and asset owners. No 2 Tunnel at Bran Sands requires 24 hour unfettered access for emergency services; this requirement will be maintained throughout the construction of the overland conveyor.

- 9.3** A number of the roads in and around the infrastructure area are in poor condition and are not suited to large volumes of construction traffic which a project of this nature will require. The roads will be assessed by the Principal Contractor and if necessary will be upgraded in advance of the construction works. At the end of the construction works remediation works may be necessary. Development of the traffic management plan will address these issues.
- 9.4** SembCorp procedure “Management of Roads including Mobile Cranes and Abnormal Loads – 1309” will be adhered to, to ensure that crossing over culverts and road bridges are controlled appropriately.

## **10.0 Site Security**

- 10.1** There are a number of existing fences and gates associated with providing security and control of access onto the Wilton Site, and especially the infrastructure corridor. Keeping the construction site secure will be the responsibility of the Principal Contractor during the works, and will need careful consideration. The current level of security provided by SembCorp must be maintained throughout the construction works. A security review will be undertaken prior to the construction works to help prevent unauthorised access and theft of equipment and materials from the construction area, BP security requirements will be sought at this stage. The current security of the Wilton site is the responsibility of Falck, who have a wealth of experience in security in and around the Teesside Industrial Complexes and their assistance may be sought with the security review.
- 10.2** Of concern to BP is deliberate violation of pipeline marking due to a breach in security. BP will be able to conduct regular verification of the pipeline marking throughout the construction period of the project to ensure no unapproved changes are made to pipeline markings. It will be the responsibility of BP to carry out this procedure.

## **11.0 Conclusion**

- 11.1** This technical note provides BP with guidance on how constructability and operational interface issues between the overland conveyor works and the BP CATS pipeline will be managed. The information contained within this and other technical notes on constructability will be reflected in the design and provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with. The Principal Contractor appointed for the overland conveyor and the harbour facility will be required to comply with, as a minimum, SembCorp’s operating requirements and those in this technical note. This technical note is intended to form the basis of future design and construction supervision and be further developed with BP input to address their concerns. BP will be consulted throughout the life of the project.

## Technical Note

**HaskoningDHV UK Ltd.  
Maritime & Waterways**

To: James Barrie  
From: RHDHV  
Date: 05 November 2015  
Copy:  
Our reference: PB1586 - N030 - Rev 3  
Classification: Project related

**Subject: Constructability Issues in respect of the BP CATS Pipeline  
SOUTHERN ROUTE**

3	05/11/2015	CDJ	RP	RP
2	23/10/2015	CDJ	DB	RP
1	19/10/2015	CDJ	RP	RP
<b>Revision</b>	<b>Date</b>	<b>Drafted by:</b>	<b>Checked by:</b>	<b>Approved by:</b>

## 1.0 Introduction

- 1.1** The York Potash Harbour Facilities Project is currently at a stage whereby formal consultation has been undertaken with the Consultees including Landowners and Third Party Asset Owners as part of the Development Consent Order (DCO) application process. A number of Consultees have raised similar issues and concerns. These generally fall into two categories; firstly, there are points associated with legal matters such as concerns over Compulsory Acquisition, etc. Secondly there are concerns associated with constructability issues including the interface with existing assets and infrastructure throughout the construction and operational phases.
- 1.2** The purpose of this document is to address the constructability issues we believe BP, a Consultee in the DCO process, has regarding the overland conveyor. These issues will need to be addressed prior to and reviewed throughout the construction period of the project.
- 1.3** Below summarises our understanding of the main constructability issues as raised by a number of Consultees and consideration as to how they could be addressed by the Principal Contractor, appointed for the construction of the overland conveyor and the harbour facility for Phase 1 and Phase 2 of the project. It is not exhaustive but will assist in future discussions and development with BP. This information will be provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with.

## 2.0 BP assets within the Order Limits

- 2.1** BP has a 36 inch high pressure gas major accident hazard pipeline, referred to as the BP CATS pipeline. There is also a CATS Tunnel for the River Tees crossing.
- 2.2** The BP CATS pipeline is located underground, within an infrastructure corridor operated by SembCorp, and is in the vicinity of the overland conveyor route. Within the SembCorp corridor the BP CATS pipeline is protected by an easement that varies in width from 3m to 10m.
- 2.3** The proposed overland conveyor runs above the BP CATS pipeline for approximately 2000m of its length, with three crossing points.



### 3.0 Understanding of the Issues

3.1 A number of Consultees are concerned that the construction of the overland conveyor works could damage or compromise their ability to maintain and operate their pipeline assets in the infrastructure corridor.

3.2 We have provided comments in the following sections on:-

- Safe System of Work
- Control of traffic near linklines, near and over easements
- Inspection, repair, replacement and general maintenance of pipelines by BP
- Working above the BP CATS easement
- Excavating and Piling in the proximity of the buried assets
- Roads
- Site Security

### 4.0 Safe System of Work

4.1 The construction project will be notifiable and carried out in accordance with 'The Construction (Design and Management) Regulations 2015'.

4.2 The Principal Contractor is to conduct site inductions for all of its staff and sub-contractors. It is also its duty to appoint and engage contractors and workers, and provide management and supervision whilst monitoring the hazards on site.

4.3 York Potash will engage an independent construction QA to oversee critical construction activities relating to the CATS pipeline during the construction phase.

The critical construction activities are defined as:

- All excavation works within the BP CATS easement
- All piling within 10m either side of the BP CATS pipeline
- All backfilling and compaction work within the BP CATS easement
- Erection of crash mats above the BP CATS pipeline
- All lifting over the BP CATS easement.

4.4 For 95% of its route, the overland conveyor is within an existing infrastructure corridor, operated by SembCorp. All work within this corridor is controlled by SembCorp under their Safe System of Work (SSoW) as detailed in SembCorp Management Procedure "Safe Systems of Work and Risk Assessment – 1301". This is a permit to work based system. Historically, SembCorp have insisted on the application of this process to **ALL** works within the infrastructure corridor regardless of whether it be a small maintenance task or a major capital project. The SSoW is rigorous, but given the highly hazardous nature of the assets in the area it is appropriate. The Principal Contractor appointed for the overland conveyor and the harbour facility will need to adhere to the SSoW and its requirements for works and operations within the infrastructure corridor, including access.

4.5 Identified below are the SembCorp Management Procedures which will be applied to the management of the construction activities under SembCorp's SSoW:

- Control of ignition sources and fire permits - 1303
- Lifting Activities Management and Control - 1448
- Construction operation maintenance and modification of link and vein lines - 1342
- Entry into Confined Spaces - 1304

- Lone and Isolated Workers - 1404
- Safe Systems of Work and Risk Assessment - 1301
- Management of Roads including Mobile Cranes and Abnormal Loads - 1309
- Control of Modifications - 1601
- Use of Work Control Permits - 1360
- Linkline Emergencies - 1215
- Management of Site Drainage and Effluent Systems – 1701
- Avoidance of Danger near Overhead Power Lines – 1452
- Excavations – 1308
- Review of Risk Assessments and Method Statements – 1320
- Control of Ionising Radiation for Industrial Radiography – 1424
- Prevention of River Pollution – 1217
- Prevention of Contamination of Soil and Groundwater – 1703
- Disposal of Waste Materials – 1702
- Environmental Control and Compliances with The Environmental Permitting (England and Wales) Regulations – 1746
- Management of Work Covered by the Construction regulations – 1426

**4.6** There are more Procedures within SembCorp's full suite of Management Procedures, but those listed above are the ones which are most likely to be applicable to the York Potash Harbour Facilities Project.

**4.7** BP will be given the opportunity to review the design and drawings for the overland conveyor and will provide a watching brief on site to supervise works in close proximity to the BP CATS pipeline. BP will be able to comment and discuss any constraints that they feel may be imposed as a result of the overland conveyor design and construction in limiting access of maintenance activities, during the detailed design stage. Any construction drawings showing the BP CATS pipeline will reference the appropriate BP drawing; this will enable BP to confirm that the latest and most up to date drawings are being used at the detailed design stage. In order to facilitate this, BP will be included on the design distribution list. Details of York Potash and the Principal Contractors management of change procedures and compiling audit results will be provided to BP for review. The Principal Contractor's management of change procedures will be an important element of the tender review process. An emergency procedure for liaison between BP and York Potash Facility and the Principal Contractor will also be developed as part of the pre-construction information.

**4.8** The BP CATS pipeline runs below ground in close proximity to the above ground pipelines (generally known as "link lines") which run on existing common infrastructure. The pipelines on these link lines are owned by several different companies and carry a mix of hydrocarbon products, industrial gases, and industrial effluents.

**4.9** The route of the overland conveyor runs through an area which is intended for use as an infrastructure corridor, as such there are many assets running through the area that the project will need to take into account during the design.

**4.10** As part of the Statutory Consultation undertaken by York Potash, the Health and Safety Executive has confirmed that the overland conveyor and the harbour facility do not fall within the 'Consultation Zone of Major Accident Hazard Pipelines'.

**4.11** At the detailed design stage a dropped object study will be undertaken to determine the implications of dropped objects due to conveyor blockage/ failure and provision of safeguards should they be required.

- 4.12 The conveyor electrical design is to be reviewed by a specialist to determine whether AC interference, which could cause damage to the BP CATS pipeline or pipeline coating, is possible. Modifications to the electrical design may be required to mitigate the effect should it be present.

## 5.0 Control of traffic near linklines, near and over easements

- 5.1 A major concern working near or over these assets will be how to protect the linklines and below ground pipelines from accidental damage from construction traffic and during lifting activities. Lifting activities are discussed separately below.

- 5.2 A detailed traffic management plan will define vehicle access routes in the construction and operational phases. It will assess the risk from vehicle movement and provide safeguards for the risks identified. The traffic management plan will be developed by the Principal Contractor at the pre-construction phase of the project.

- 5.3 Several guidance notes exist within the pipelines and gas industries which detail steps that should be taken to protect pipelines from damage associated with traffic movement; these will be referenced in the detailed traffic management plan:

- International Institution of Gas Engineers and Managers – IGE/SR/18 Edition 2 – Safe working practices to ensure the integrity of gas pipelines and associated installations.
- Linewatch – Special Requirements for Safe Working in close proximity to high pressure pipelines.
- Northern Gas Networks – Safe working in the vicinity of high pressure gas pipelines and associated installations.

- 5.4 All notes contain similar advice and guidance on the protection of pipeline easements from traffic and construction activities, using the following steps:

- The easements of each buried pipeline will be marked out well in advance to clearly delineate the easement. The location of the buried pipeline will be positioned by referring to the asset owner's drawings and verified by other means on site e.g. using a cable avoidance scanner, physically locating the crown of the pipeline in accordance with the appropriate BP guidelines and visually locating the asset owner pipeline markers. Additional marker posts will be installed with the asset owner present, to provide a visual reference as to the alignment of the asset. The type and suitability of the marker post will be agreed with the asset owner. Backfilling of the trial pits to locate the crown of the pipeline within the easement will be carried out in accordance with the appropriate BP guidelines, including the need to carry out compaction testing.
- Where practical the easements will be fenced off with nominated crossing points open and clearly signed and identified.
- Protective measures such as load plates or bog mats should be placed across the easement at the crossing points. However, load plates or bog mats would only be considered following design checks to determine that the loading on the pipeline is within acceptable limits, these limits will be determined in consultation with the asset owner/ operator.
- Where heavy loads or high volumes of traffic are to cross the easement of the buried pipelines, protective measures such a reinforced concrete slab or steel platforms bridging over the easement will be constructed at the crossing. Design checks will be made to determine the loading on the pipeline is within acceptable limits determined in consultation with the asset owner/ operator.

- 5.5 BP design standards or industry design standards will be followed in dealing with protection of their asset.

## **6.0 Inspection, repair, replacement and general maintenance of pipelines by BP**

- 6.1** For all pipelines, access will be provided to enable inspection, repair, replacement and general maintenance by BP throughout the construction phase. This will be controlled and managed by the Principal Contractor through routine and regular dialogue with SembCorp as the operators of the infrastructure corridor.
- 6.2** Technical Note N028 entitled 'Pipeline construction method and conveyor interface with the BP CATS Pipeline' has been prepared specifically for the Southern Route, explains the installation techniques for pipelines and how maintenance on the pipeline can be undertaken under the overhead conveyor during the operational phase. BP will have the opportunity to review and comment on the design during the detailed design stage of the project. BP will be able to identify any safeguards that may be required as a result of the conveyor arrangement or construction activity limiting access for maintenance.
- 6.3** At the detailed design stage a dynamic analysis of the structure and refinement of the conveyor and conveyor support structure and careful consideration of operational procedures will be undertaken to ensure that vibration in the transition zone are not induced.

## **7.0 Working above the BP CATS easement**

- 7.1** A key concern is the protection of the buried assets. A lifting study will be developed looking at the issues of protecting assets below the ground (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the construction of the overland conveyor. There will be no lifting over any exposed section of the BP CATS pipeline or live or vulnerable plant containing hazardous substances or pressure energy. The following methodology has been developed for carrying out the lifting study.
- 7.2** All large lifts will be pre-planned in detail (lift plan), taking into account the working environment. Some of the elements considered as part of the working environment are wind speed limits, weather, ground conditions, load being lifted, shape of load and centre of gravity, nearby assets, working activities in the vicinity, lifting equipment and method. BP will be part of the review of the lifting plan and be able to input into this plan. BP will be able to check the level of detail and competences of the crane hire company (qualifications, CV's and accredited membership of industry recognised body). The verification and approval of the lifting plan will be the responsibility of the Principal Contractor. It is likely that the Principal Contractor will subcontract all major lifts and these will be carried out under the "CPA Contract Lifting Services Agreement" where the crane supplier supervises and takes responsibility for the lift.
- 7.3** The size of crane would be selected to allow additional spare capacity for all lifts and any tandem lifts would have a 50% down-rating in capacity rather than the normal 25% required in the codes of practice. As part of the lift plan the siting of crawler tracks or outrigger pads (outside of the easement) will be checked to avoid excess loading on the pipeline. If necessary suitable foundations (ground bearing or piled) will be designed so that they are capable of supporting the crane outriggers or track loads, positioned outside of the easement. Lifting gear would also have a greater than normal factor of safety and the use of double stropping would be required.
- 7.4** The lifting of loads will be carefully planned to eliminate any possibility of the load swinging over the easement. As mentioned in section 5.0, the easement will be marked and where practical fenced off, in advance, to clearly delineate the easement. When loads are lifted over the easement these will be controlled and the risks eliminated by technical procedures, by limits set within the crane's operational

parameter (e.g. setting slew, sway/ working zone) and by the skill and experience of the crane operator and banks man.

- 7.5** Any construction works above the buried pipeline will require the protection of the pipeline. This could be achieved by a temporary platform made with steel crane mats, these would typically be supported on steel sections fabricated to form a grillage packed up on bearers, spaced sufficiently wide apart to spread the load to the ground outside of the easement. The load applied to the ground will be calculated and within the limits agreed with the asset owner. Additional timber mats or fill material could be provided on top of the steel crane mats to cushion impacts. However, the construction of the temporary platform has to be balanced by the risk that erection and removal of the protective measures may themselves introduce. Construction plant will either work from similar platforms or be positioned sufficiently distant from the easements to avoid loads being imparted onto the pipeline in agreement with the asset owner.
- 7.6** Reusable temporary works, specially designed for the purpose, could be fabricated both to safely support the overland conveyor support legs and the overhead conveyor structure during erection. Hydraulically operated cross heads could be used to prevent any part of the conveyor from falling from height in the unlikely event of a lifting equipment failure.
- 7.7** During the operational phase any maintenance works to the conveyor above the buried pipeline will require the protection of the pipeline from falling objects. This would be over the full width of the easement under the section of conveyor being worked upon. A dropped object study will be developed looking at the issues of protecting assets below the ground (i.e. protection mats etc.) and determining the envisaged loads expected during the operational phase of the overland conveyor. A lifting study will also be developed looking at the issues of protecting assets below the ground (i.e. crane platforms, double stropping, etc.) and determining the envisaged loads expected during the operational phase of the overland conveyor, similar to that for the construction phase. The adequacy of the study will also be checked to ensure it is representative of all locations along the route of the overland conveyor. This information will be contained within the Operation and Maintenance Manual (O&M Manual). This manual will be prepared by the Principal Contractor appointed for the construction of the overland conveyor and the harbour facility and in conjunction with York Potash Limited. Having a prepared representative dropped object and lifting study will enable it to be pre agreed with the asset owner so that emergency/emergent works can be reviewed and carried out more efficiently. BP will have a watching brief on site to supervise maintenance works in close proximity to the BP CATS pipeline. BP must be able to provide a representative on site within an agree timescale to oversee planned and emergent or emergency tasks. York Potash will provided BP with details of maintenance activities, frequency, strategy and methodology prior to the operational phase. BP will be part of the review of the lifting plan and be able to input into this plan. BP will be able to check the level of detail and competences of the crane hire company (qualifications, CV's and accredited membership of industry recognised body) being used during the operational phase.
- 7.8** As a minimum, "Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)" Approved Code of Practice and Guidance will be followed at all times regarding the extensive lifting activities which will be associated with the overhead conveyor construction activities. The use of work equipment regulation "Provision and Use of Work Equipment Regulations 1998 (PUWER)" Approved Code of Practice and Guidance will also be adhered to. SembCorp Management Procedure "Lifting Activities Management and Control – 1448" will also need to be considered in the control of lifting activities, although it is worth noting that this document is based on the LOLER Approved code of practice.



## 8.0 Excavating and Piling in proximity of the buried assets

- 8.1 It is envisaged that there will be no piling or excavation within the easement. Any proposed piling operations within 10m either side of the BP CATS pipeline, will require the crown of the pipeline to be physically exposed by hand digging so its location can be confirmed, in the presence of the asset owner. Any proposed piling operations within 5m either side of the BP CATS pipeline, will in addition to exposing the crown of the pipeline, require excavating at the location of the piling to a level below the depth of the pipeline this can be done by mechanical means to ensure that no materials are present that could damage the pipeline if disturbed, in the presence of the asset owner. All excavations within 1.5m of the pipeline must be hand dug in accordance with BP guidelines. The assets initial location will be positioned by referring to the asset owner's drawings and verified by other means on site e.g. using a cable avoidance scanner and visually locating the asset owner pipeline markers, as noted in section 5.0. It may be necessary to install some form of physical separation between the asset and pile/ excavations during construction, such as a driven sheet pile between the pile and the buried asset. The means and need for separation will be agreed with the asset owner prior to the start of the construction activities. The Principal Contractor may wish to carry out multiple excavations at any one time; notification as to the location, timing and duration of works will be pre-planned to enable the asset owner sufficient time to mobilise in order to witness the activities. Any backfilling operations within the easement will be carried out in accordance with the appropriate BP guidelines, including the need to carry out compaction testing.
- 8.2 The guidance notes referred to in section 4.0 suggest that the proximity of piling activities to pipelines of this nature does vary, but all state that piling can be carried out near to the pipeline, provided that an assessment of the vibration levels at the pipeline is carried out. It is the intention that bored or CFA (Continuous Flight Auger) piling will be used where necessary to minimise vibration. The guidance notes suggest that the peak particle velocity at the pipeline should be limited to a maximum level of 75 mm/sec. Where the peak particle velocity is predicted to exceed 50mm/sec, the ground vibration shall be monitored using a typical monitoring device such as the Vibrock V801 seismograph and tri-axial geophone sensor. Random vibration monitoring will be carried out at an early stage of the construction works. Where ground conditions are of submerged granular deposits of silt/sand, an assessment of the effect of any vibration on settlement and liquefaction at the pipeline will be carried out. Trial piling will be carried out on site and vibration limits established in accordance with BS 5228-2: 2009, and in consultation with BP. Research into maximum allowable peak particle velocity values for various assets will be undertaken and agreed with the asset owners. This method of monitoring vibrations will also be adopted should there be a need to use impact breakers to remove areas of hard standing over the piles or at pile caps locations. If the limits are likely to be exceeded, other methods of removing hard material will be used, such as high pressure water jetting or concrete coring using diamond drills or diamond sawing.
- 8.3 In terms of excavations for pile caps near buried assets, the guidance documentation referred to in section 4.0 suggests that when excavating within 3m or less of the pipeline asset, the asset owner/operator recommends a representative present or available on site. The crown of the asset is to be physically exposed by hand digging so its location can be confirmed.
- 8.4 A ground study will be undertaken prior to any piling operations or excavations and will include settlement assessment and/or stress analysis. The adequacy of the study will also be checked to ensure it is representative of all locations along the route of the overland conveyor. The ground study will determine the zones of influence on the buried asset, as this may identify the need for additional protection (i.e. temporary propping). Any additional protection will be subject to the approval of BP. Should there be a need to use piling platforms these will be designed and constructed in accordance with

BRE 470. A safe method of working will be developed to minimise risk to the BP CATS pipeline. The safe method of working will taking into account the working environment some of the elements considered as part of the working environment are wind speed limits, weather, nearby assets, working activities in the vicinity.

- 8.5** The BP CATS pipeline is protected with a cathodic protection system. A functional test/survey will be undertaken within the limits of the site prior to any construction work, to establish baseline data. Further monitoring will be undertaken during (frequency to be agreed with BP) and at the end of the construction works. The monitoring will be undertaken by the Principal Contractor in conjunction with the BP Site Representative. The monitoring will identify any changes to the cathodic protection system and possible damage from construction activities. During the operational phase the cathodic protection will continue to be monitored by BP to test the effectiveness of the cathodic protection system and to test for stray currents. If shielding occurs or stray currents are identified as a consequence of the overland conveyor, mitigation and/or modifications to the cathodic protection are to be implemented such as the installation of sacrificial anodes. Additional test facilities will need to be installed. During the operational phase York Potash Limited will undertake soil and groundwater tests to check for ground contamination from Potash dust.
- 8.6** The locations of the cathodic protection system test positions will be added to the construction drawings at the detailed design stage, based on information provided by BP. As noted in section 4.0 BP will be given the opportunity to review the construction drawings and verify the information shown.
- 8.7** When working near ducts the main concern will be cable strikes when breaking ground. SembCorp's excavation permit system incorporates a cable search as part of the application process. SembCorp MP "Excavations – 1308" will need to be adhered to in order to control this.
- 8.8** In conjunction with the guidance notes, SembCorp procedure "Excavations – 1308" and appropriate BP guidelines will need to be followed for all excavations. Excavations are defined as "any work involving breaking ground".

## **9.0 Roads**

- 9.1** There are a number of roads (surfaced and unsurfaced) within the infrastructure corridor. The Principal Contractor will be required to interface with the owners and provide access for the asset owners during the construction works.
- 9.2** Any roads requiring temporary closure to enable construction of the overland conveyor will be planned well in advance and coordinated with the owner and asset owners. No 2 Tunnel at Bran Sands requires 24 hour unfettered access for emergency services; this requirement will be maintained throughout the construction of the overland conveyor.
- 9.3** A number of the roads in and around the infrastructure area are in poor condition and are not suited to large volumes of construction traffic which a project of this nature will require. The roads will be assessed by the Principal Contractor and if necessary will be upgraded in advance of the construction works. At the end of the construction works remediation works may be necessary. Development of the traffic management plan will address these issues.
- 9.4** SembCorp procedure "Management of Roads including Mobile Cranes and Abnormal Loads – 1309" will be adhered to, to ensure that crossing over culverts and road bridges are controlled appropriately.

## 10.0 Site Security

- 10.1** There are a number of existing fences and gates associated with providing security and control of access onto the Wilton Site, and especially the infrastructure corridor. Keeping the construction site secure will be the responsibility of the Principal Contractor during the works, and will need careful consideration. The current level of security provided by SembCorp must be maintained throughout the construction works. A security review will be undertaken prior to the construction works to help prevent unauthorised access and theft of equipment and materials from the construction area, BP security requirements will be sought at this stage. The current security of the Wilton site is the responsibility of Falck, who have a wealth of experience in security in and around the Teesside Industrial Complexes and their assistance may be sought with the security review.
- 10.2** Of concern to BP is deliberate violation of pipeline marking due to a breach in security. BP will be able to conduct regular verification of the pipeline marking throughout the construction period of the project to ensure no unapproved changes are made to pipeline markings. It will be the responsibility of BP to carry out this procedure.

## 11.0 Conclusion

- 11.1** This technical note provides BP with guidance on how constructability and operational interface issues between the overland conveyor works and the BP CATS pipeline will be managed. The information contained within this and other technical notes on constructability will be reflected in the design and provided to the Principal Contractor as part of the pre-construction information which they will be contractually obliged to comply with. The Principal Contractor appointed for the overland conveyor and the harbour facility will be required to comply with, as a minimum, SembCorp's operating requirements and those in this technical note. This technical note is intended to form the basis of future design and construction supervision and be further developed with BP input to address their concerns. BP will be consulted throughout the life of the project.



## APPENDIX 3

### **Applicant's response to written submissions made in lieu of oral submissions by Tata Steel UK Limited and others dated 8 October 2015 (reference: YPOT-AFP050)**

The Applicant responded to the written representation on behalf of Tata Steel (UK) Limited, SSI and Redcar Bulk Terminal Limited in its response to written representations submitted by Deadline 1 (Document 8.3). This representation is directed solely at the contents of the written submissions submitted on 8 October 2015. The headings below relate to the headings in those representations.

#### **1. Introduction**

- 1.1 It is noted that reference is made to the inability of Tata/SSI/RBT to be formally represented at the hearings which took place on 24 and 25 September as a result of current circumstances. Whilst these circumstances are fully appreciated, this is not the first time during the Applicant's promotion of the DCO when other priorities have meant it has been difficult for the Applicant to achieve satisfactory engagement with Tata/SSI. The Applicant is therefore disappointed that the representation suggests that it is the Applicant who has failed to appropriately engage.

#### **2. Erratum**

- 2.1 Paragraph 2.1 – The Applicant notes the amendment to the response to question CA1.1(b). The Examining Authority is referred to Appendix 2 of Document 8.5 submitted for Deadline 3 which confirms the need for the alternative conveyor routes.

#### **3. Book of Reference**

- 3.1 The revised Book of Reference submitted for Deadline 4 (Document 5.3A) incorporates the information set out in paragraph 3.1 of Tata/SSI/RBT's submission. The contents of the original Book of Reference were compiled by land referencing agents who undertook a comprehensive exercise of title investigation which included contacting both SSI and Tata with a request for information. The response from SSI, in the form of a Land Interest Questionnaire (LIQ) made no mention of the rights referred to. The response on behalf of Tata was to advise that there was too much work involved in identifying their interests and completing the LIQ.

#### **4. Consultation**

- 4.1 In section 4.1 of the submissions a chronology is set out which purports to demonstrate that "no substantive discussion has taken place or agreement sought with the applicant on any of the matters of concern that have been raised in relation to the DCO". Unfortunately the chronology set out is incomplete and fails to include a significant amount of the engagement that has taken place. This is not a criticism of the author of the submissions who was not instructed at the time and so is, presumably, relying on information from others.
- 4.2 Without producing an alternative chronology, line by line, the main omissions are as follows:
- (a) The chronology in the submission suggests communication does not commence until 30 October 2014. In fact it first commenced as early as June 2011. This was followed by meetings during the course of 2012, 2013 and 2014 discussing various aspects of the proposal as it was being worked up.
  - (b) During the course of August and September 2014 email exchanges between SSI and the Applicant had confirmed that there was no objection in principle on the part of SSI to what was being proposed in relation to the hot metal rail and road bridge, subject to the detailed, technical, submission.
  - (c) The meeting referred to in the chronology on 24 November 2014 took place on 25 November 2014. This was followed by emails between SSI and the Applicant's technical representatives concerning the operation of the hot metal

railway during the first part of December 2014. These are not mentioned in the chronology, nor are email exchanges in February and May of 2015 in which the Applicant's representative provided updates on the situation and an updated set of drawings, provided via a data link for convenient access. This is in the period which is described as a "seven month hiatus" in the chronology.

- (d) A further omission from the chronology is the further provision of updated technical notes and a disc containing a full set of drawings sent to Tata and SSI on 18 August 2015.
- (e) It is incorrect to say, as is said in paragraph 4.2.2 of the submission, that any discussions prior to the chronology produced had centred on land purchase for the MHF facility.

4.3 There have been efforts more recently to again seek engagement with Tata/SSI directly. The Applicant has made further efforts to discuss the concerns raised in the late representations over the last few weeks around the technical queries and has been advised that TATA's engineer was too busy. In the absence of there being any representative of with whom the Applicant could progress technical discussions, the Applicant contacted the Official Receivers, Price Waterhouse Cooper. The receivers have limited knowledge of, or information about, the situation and the Applicant has advised the receivers of the representations submitted by DLA and provided them with documentation direct to try and assist.

4.4 Very recently (5 November) a response has been received and the Applicant has shared revised Constructability Notes and reiterated its request for a meeting.

4.5 In respect of RBT, this is a company jointly owned by Tata and SSI. Discussions have continued with the General Manager of RBT with regard to commercial terms in respect of the northern conveyor route. It is understood that the board of RBT have again been advised of the Applicant's continued wish to reach a commercial agreement and that this is under active consideration.

## 5. **DCO**

5.1 The written representation suggests various amendments to the second draft DCO, which has since been superseded. The draft DCO submitted for Deadline 4 (Document 4.1C) is the first opportunity to respond. Accordingly, the latest draft has incorporated any drafting amendments to the DCO considered appropriate.

5.2 Revised draft Schedules 9 and 10 were sent to SSI/Tata's lawyers on 28 October. A response was received to Schedule 10 on 4 November and consideration will be given to that response by the Applicant, however it has not been possible to respond to issues raised in that response by Deadline 4 (6 November). It is hoped that a meeting will assist with consideration of the response.

5.3 Attention is drawn to paragraph 12.21 of the Explanatory Memorandum (Document 4.2B) which seeks to provide some context for the extensive protective provisions sought by Tata/SSI/RBT.

## 6. **Constructability/Technical Notes**

6.1 Mention is made of the Constructability Notes produced for SSI/Tata and a request for some amendment to those notes. Updated versions of the notes have been produced, incorporating the amendments sought, where felt appropriate. These are contained in Appendix 2 (of the Applicant's Response to Q2 – Document 8.6).

6.2 Whilst the Applicant notes that it is suggested that Tata/SSI do not consider the constructability notes offer sufficient detail, the notes follow the same approach as contained in other constructability notes which other parties have felt helpful and appropriate.

## 7. Conveyor Options

7.1 The written submission includes a section in relation to conveyor options which concentrates on tunnel options which the Applicant had discussed with Tata/SSI. The submission made betrays a misunderstanding of the situation. It is not correct to say that the Applicant has had any change of position with regard to a tunnelling option, which it has always considered not to be a technical or operationally feasible option. The inclusion of Tata/SSI in discussions on the tunnel options was simply in order to be comprehensive and to demonstrate to Redcar and Cleveland Borough Council (with whom the Applicant was in discussions) that it had engaged with all the relevant issues and parties. Irrespective of the approach of Tata/SSI to a tunnel, the tunnel is not a feasible option for the Applicant.

7.2 The Examining Authority is referred to the response to Q1 PAR 1.2 where reference is made to the "Option Study Report: Conveying of polyhalite from Wilton to Bran Sands: March 2015" which was submitted with the application (Appendix 3.2 to the environmental statement). Attached, as Appendix 4 to the Applicant's response to the Examining Authority's Q1 (Document 8.2), was a further report which had been prepared and provided to RCBC, entitled "Conveyance of polyhalite from Wilton to Bran Sands, Teesside – Option Study Supplementary Report" dated August 2015. As stated in response to Q1 PAR1.2 this study demonstrates that there is no feasible option available to the applicant that would allow a tunnelled mineral transport system to operate between the material handling facility at Wilton and the harbour facilities at Bran Sands.

7.3 It is to be noted that the material handling facility, which has a full planning permission, is permitted on the basis that it will incorporate the overhead conveyor.

7.4 The Examining Authority has requested (in 2Q PAR 2.1) that the Applicant comment on the options referred to in the written representations by Tata/SSI/RBT.

7.5 The August 2015 supplementary report (Appendix 4 to Document 8.2) summarised the issues as follows:

*"Building a tunnel that could house the conveyors that will transport the processed polyhalite from the MHF to Bran Sands would be unacceptable because:-*

- *Tunnelling between the gas pipelines is unacceptable to the asset owners; and*
- *Tunnelling and building a portal in the Bran Sands landfill site will cause significant health, safety and environmental risk. These would not be acceptable to the landfill owner, the Environment Agency or YPL.*

*Unlike the Mineral Transport System (MTS) tunnel route that links the minehead at Doves Nest Farm to the MHF in Wilton, a Bran Sands tunnel route would have to be located in a congested industrial area with many existing structures and substructures. The tight limits of deviation mean that these existing assets cannot be avoided and pose unacceptable risk to both YPL and the infrastructure owners." (Para 5.27 and 5.28)."*

7.6 Concept tunnel options were put forward to give Redcar and Cleveland Borough Council the opportunity to better understand the significant strains to the construction possibilities and subsequent operation of any installed conveyor within a tunnel. Redcar and Cleveland Borough Council appointed a consulting engineers to assist the Council's understanding of the tunnelling constraints. Those engineers queried if the tunnel option could be modified to include an elevator to bring the fertiliser to ground level on the north side of the A1085 following which the conveyor could proceed above ground to Bran Sands and then proceed as per the proposed York Potash DCO submission.

7.7 Consequent on discussions with the RCBC's consultant engineers, the Applicant prepared concept sketches for three options, as described below. These sketch options were also provided to Tata/SSI for information to gain a response on their position on tunnelling under the hot metal rail bridge to supplement previous responses on route options, for completeness.

7.8 The Applicant's position on the three options is set out below:

*Full tunnel option*

7.8.1 This option showed the whole conveyor located in a tunnel beneath all the assets within the Order land.

7.8.2 This option is not feasible because the tunnel would need to start at ground level at the MHF (which would be inconsistent with the MHF permission) and then finish above ground at Bran Sands. There is insufficient length available to accommodate the necessary gradient for the conveyor, which is crucial in operational terms. In addition there is insufficient room at Bran Sands to accommodate the tunnel portal, especially having regard to the constraint of the landfill site and existing underground pipelines.

*Partial tunnel with portal*

7.8.3 This option explored the possibility of a portal being accommodated in an area to the north of the hot metal rail bridge between the existing pipe racks. It is clear there is insufficient land in this location to accommodate a portal. It would also be unacceptable due to the need to have tighter bend radii than is operationally feasible. This would result in an unacceptable, and real, risk of mis-tracking of the conveyor and product spillage and, hence, product degradation and disruption.

*Partial tunnel with shaft*

7.8.4 At the request of RCBC's consulting engineers the Applicant assessed the possibility of vertically elevating the product to ground level for a tunnel even though the tunnel options had been rejected. This would not be a practicable option but nonetheless it was explored as requested.

7.9 There are various material handling facilities which carry out such a task, described as,

- Bucket Elevators
- Side-wall Conveyor
- Screw Conveyor
- Chain scraper Conveyor
- Pipe chain Conveyor
- Pneumatic Conveyor

7.10 All these machines result in a level of product degradation unacceptable to the Applicant for operational and risk reasons. The levels of degradation range from high abrasion, very high abrasion or extremely high abrasion.

7.11 In addition, the largest machines available can only handle approximately 50% of the required tonnage rate required to be moved. This would give rise to the theoretical need to accommodate two vertical lifting elevators which gives rise to more complex plant with higher operational risks.

7.12 To conclude, the Applicant's clear position is that none of the tunnel options are feasible and the Applicant will not be pursuing any project involving a tunnel between the MHF and the harbour. It has unacceptable technical and operational risks attached to it. It represents a fundamental change to the development proposed which will not be pursued by the Applicant.

7.13 In paragraph 6.6 of the submission Tata/SSI advise that a tunnelled conveyor system would avoid all of the issues identified in respect of the hot metal rail and the SSI road/high load route. For the avoidance of doubt, the second and third option make no difference to the alleged issues in relation to the road/high load route.

6 November 2015

## Note / Memo

**HaskoningDHV UK Ltd.  
Industry, Energy and Mining**

To: Examining Authority  
From: Matt Simpson  
Date: 23 October 2015  
Copy:  
Our reference: IEMN001D02  
Classification: Open

**Subject: York Potash Harbour facilities DCO: Response to ExA Second Question HRA 2.1 (Teessmouth and Cleveland Coast SPA and Ramsar site)**

---

### Teessmouth and Cleveland Coast Ramsar site

In response to HRA 2.1 (second round of questions), Natural England has confirmed that Sandwich tern is a qualifying feature of the Teessmouth and Cleveland Coast Ramsar site. For completeness, this note presents revised screening and integrity matrices for the Ramsar site to include reference to Sandwich tern. It should be noted that the the Habitats Regulations Assessment (HRA) as submitted with the application assesses the implications of the proposed scheme on Sandwich tern because it is an interest feature of the Teessmouth and Cleveland Coast Special Protection Area (SPA).

With regard to the additional species proposed for designation within the Teessmouth and Cleveland Coast SPA, it should be noted that the HRA acknowledged and took account of the role that habitats not currently covered by the designation play in the functioning of the SPA. The potential effects of the proposed scheme on the species proposed for designation was, therefore, encompassed within the HRA.

### Teessmouth and Cleveland Coast SPA

With regard to the proposed extension to the Teessmouth and Cleveland Coast SPA, the Applicant notes that Natural England is to provide a response to the ExA's question by Deadline 4 and, depending on the nature of that response, the Applicant is to comment by Deadline 5. However, the Applicant wishes to provide some comment on this matter for Deadline 4.

Natural England has confirmed through recent discussions that the boundary of the proposed extension is currently unknown, but it could potentially include the intertidal frontage at the location of the proposed Harbour facilities.

As noted above, the HRA described and took into account the role that all habitats potentially impacted by the proposed Harbour facilities (including the intertidal frontage) play in supporting waterbird species that form part of the populations of the SPA and Ramsar site (including common tern). The screening and integrity matrices were also revised (at Deadline 1) to include common tern given the proposed changes to the SPA designation. In light of the above, the Applicant's view is that the potential impacts on common tern have been considered as part of the HRA and mitigation and habitat enhancement measures have been proposed.

## **Revised Appendix 8.1 to the HRA (Document 6.3)**

### **Screening matrices (for the Harbour facilities, alone and in combination)**

The following provides a key to the letters and symbols included in Tables 1 and 2 below:

✓ = Likely significant effect cannot be excluded.

x = Likely significant effect can be excluded.

C = construction.

O = operation.

D = decommissioning.

**Table 1 Potential for LSE on the Teesmouth and Cleveland Coast SPA**

Teesmouth and Cleveland Coast SPA															
Distance to Proposed Scheme: 900m from the Harbour facilities															
European site features	Likely effects of proposed scheme														
	Coastal processes			Habitat Loss / change			Disturbance			Water/sediment quality			In-combination		
	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>
Little tern (breeding)	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Sandwich tern (passage)	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Knot	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Redshank	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Little tern	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Common tern	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Ringed plover	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Waterbird assemblage	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>

<sup>a</sup> see **Table 8.2** (Coastal processes) for evidence supporting conclusions.

<sup>b</sup> see **Table 8.2** (Habitats loss / change) for evidence supporting conclusions.

<sup>c</sup> see **Table 8.2** (Disturbance) for evidence supporting conclusions.

<sup>d</sup> see **Table 8.2** (Water and sediment quality) for evidence supporting conclusions.

<sup>e</sup> see **Table 8.7** for evidence supporting conclusions.

<sup>f</sup> Decommissioning of the Harbour facilities would only involve removal of the overland conveyor and therefore there is no potential for an effect on coastal processes, habitats or water and sediment quality. Given that the decommissioning works would take place in 100 years' time, in combination effects cannot be reasonably foreseen and have been screened out.



**Table 2 Potential for LSE on the Teesmouth and Cleveland Coast Ramsar site**

Teesmouth and Cleveland Coast Ramsar site															
Distance to Proposed Scheme: 900m from the Harbour facilities															
Ramsar site features	Likely effects of proposed scheme														
	Coastal processes			Habitat Loss / change			Disturbance			Water/sediment quality			In-combination		
	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>	C	O	D <sup>c</sup>
Common redshank (passage)	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Red knot (wintering)	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Sandwich tern (passage)	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>
Waterbird assemblage	✓ <sup>a</sup>	✓ <sup>a</sup>	✗ <sup>f</sup>	✓ <sup>b</sup>	✓ <sup>b</sup>	✗ <sup>f</sup>	✓ <sup>c</sup>	✓ <sup>c</sup>	✗ <sup>f</sup>	✓ <sup>d</sup>	✓ <sup>d</sup>	✗ <sup>f</sup>	✓ <sup>e</sup>	✓ <sup>e</sup>	✗ <sup>f</sup>

<sup>a</sup> see Table 8.2 (Coastal processes) for evidence supporting conclusions.

<sup>b</sup> see Table 8.2 (Habitats loss / change) for evidence supporting conclusions.

<sup>c</sup> see Table 8.2 (Disturbance) for evidence supporting conclusions.

<sup>d</sup> see **Table 8.2** (Water and sediment quality) for evidence supporting conclusions.

<sup>e</sup> see **Table 8.7** for evidence supporting conclusions.

<sup>f</sup> Decommissioning of the Harbour facilities would only involve removal of the overland conveyor and therefore there is no potential for an effect on coastal processes, habitats or water and sediment quality. Given that the decommissioning works would take place in 100 years' time, in combination effects cannot be reasonably foreseen and have been screened out.

## **Revised Appendix 8.2 to the HRA (Document 6.3)**

### **Screening matrices (for YPP, alone and in combination)**

[Provided as information relating to the screening exercise undertaken for the YPP]

#### **Introduction**

The HRA Screening exercise included all elements of the YPP. The results of this exercise in relation to the North York Moors SAC, North York Moors SPA and Arnecliff and Park Hole Woods SAC (as well as the Teesmouth and Cleveland Coast SPA and Ramsar site) are set out in the tables below.

## HRA Screening

**Table 1 Summary of the potential effects associated with the YPP that could affect European designated sites**

Designation	Potential effects	Presented in screening matrices as
North York Moors SAC	The direct effect of dust generated during construction, for example from the earthworks and use of the haul roads, and operation settling onto the habitats.	Dust
	Indirect effects associated with the emissions on and around the development sites (including vehicle emissions) and deposition of nitrogen from the generator ventilation stacks.	Emissions
	Indirect effects associated with airborne emissions associated with increased vehicular movements (road traffic) which could result in changes in nitrogen deposition (although because the prevailing wind is from the south west this change is not expected to be significant).	Emissions
	Indirect effects associated with lighting requirements for the construction and operation of the development on bird and bat populations using the SAC.	Disturbance
	Alteration to ground and surface water flows effecting water dependent habitats and species within the SAC.	Alteration to ground and surface water
North York Moors	Disturbance to birds (merlin and golden plover) from noise and visual disturbance.	Disturbance

Designation	Potential effects	Presented in screening matrices as
SPA	Indirect effects associated with the emissions on and around the development sites (including vehicle emissions) and deposition of nitrogen from the generator ventilation stacks.	Emissions
	Indirect effects associated with airborne emissions in the form of dust generated from earthworks and haul roads and associated with the increased vehicular movements which could result in changes in nitrogen deposition rates.	Emissions
	Alteration to ground and surface water flows effecting water dependent habitats and species within the SPA.	Alteration to ground and surface water
Arnecliff and Park Hole Woods SAC	The direct effect of dust generated during construction, for example from the earthworks, and operation settling onto the habitats.	Dust
	Indirect effects associated with the emissions on and around the development sites (including vehicle emissions) and deposition of nitrogen from the generator ventilation stacks.	Emissions
	Alteration to groundwater effecting water dependent habitats within the SAC.	Alteration to ground and surface water
Teesmouth and Cleveland SPA and Ramsar site	Changes in coastal processes affecting the extent of feeding habitat. Disruption to the sediment budget (e.g. loss of fluvial sediment to offshore disposal sites due to maintenance dredging and potential impacts to bird feeding and interruption of sediment flow to Coatham Sands due to offshore disposal of maintenance dredged material).	Coastal processes

Designation	Potential effects	Presented in screening matrices as
	<p>Potential for direct take or physical disturbance of contributory habitat (e.g. the intertidal foreshore, Bran Sands lagoon and Dabholm Gut).</p> <p>Potential implications for water levels in Bran Sands lagoon due to changes in permeability of the existing embankment between the lagoon and the Tees estuary due to construction of the proposed port terminal.</p>	Habitat loss / change
	<p>Disturbance to feeding and roosting areas for overwintering and passage birds (e.g. visual disturbance arising from personnel movements and lighting).</p>	Disturbance
	<p>Effects on food resources due to reduced water quality following dredging and deposition of sediment disrobed during dredging in intertidal areas. Effect on water quality in Bran Sands lagoon.</p>	Water and sediment quality

**Table 2 Potential for LSE on the North York Moors SAC**

Distance to Proposed Scheme: Adjacent to the Mine surface site and Lockwood Beck Intermediate Shaft Site													
European site features	Project Element	Likely Effects of Proposed Scheme											
		Dust			Alteration to (surface water) <sup>g</sup> and groundwater			Emissions			In-combination		
		C	O	D <sup>i</sup>	C	O	D <sup>i</sup>	C	O	D <sup>i</sup>	C	O	D <sup>i</sup>
<i>Northern Atlantic wet heaths with Erica tetralix</i>  <i>European dry heaths</i>  <i>Blanket bogs</i>	Mine	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	√ <sup>b</sup>	√ <sup>b</sup>	√ <sup>b</sup>	√ <sup>c</sup>	√ <sup>c</sup>	√ <sup>c</sup>	√ <sup>h</sup>	√ <sup>h</sup>	√ <sup>h</sup>
	Lady Cross Plantation												
	Lockwood Beck	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>	√ <sup>f</sup>	√ <sup>f</sup>	x <sup>f</sup>	√ <sup>h</sup>	√ <sup>h</sup>	√ <sup>h</sup>
	Tocketts Lythe												
	MHF												
	Harbour facility												

**NOTE: The cross references to Tables and supporting evidence below relate to the HRA that was submitted with the planning applications for the Mine and MTS and MHF which accompanies this DCO application (as Appendix 3 to Document 7.3 – Project Position Statement).**

<sup>a</sup> see Table 8.2 ('Dust' for the Mine project element) for evidence supporting the conclusions.

<sup>b</sup> see Table 8.2 ('Groundwater and surface water' for the Mine project element) for evidence supporting the conclusions.

<sup>c</sup> see Table 8.2 ('Emissions – road traffic movements' and 'Emissions – vehicle movements on and around the mine surface development site and ventilation stacks' for the Mine project element) for evidence supporting the conclusions.

<sup>d</sup> see Table 8.2 ('Dust' for the Lockwood Beck Intermediate Shaft Site project element) for evidence supporting the conclusions.

<sup>e</sup> see Table 8.2 ('Groundwater' for the Lockwood Beck Intermediate Shaft Site project element) for evidence supporting the conclusions.

<sup>f</sup> see Table 8.2 ('Emissions – road traffic movements' and 'Emissions – vehicle movements on and around the mine surface development site and ventilation stacks' for the Lockwood Beck Intermediate Shaft Site project element) for evidence supporting the conclusions.

<sup>g</sup> no effects are predicted with respect to surface water.

<sup>h</sup> see Table 8.6 for evidence supporting the conclusions.

<sup>i</sup> for the purposes of this exercise, effects during the decommissioning phase at the Mine are taken to be as for the construction phase; at the Intermediate Shaft Sites effects during decommissioning are predicted to be very limited (as the works would be limited) and hence LSE has been 'screened out'.



**Table 3 Potential for LSE on the North York Moors SPA**

Distance to Proposed Scheme: Adjacent to the Mine and Lockwood Beck Intermediate Shaft Site													
European site features	Project Element	Likely Effects of Proposed Scheme											
		Disturbance			Emissions			Alteration to (surface water) <sup>g</sup> and groundwater			In-combination		
		C	O	D <sup>i</sup>	C	O	D <sup>i</sup>	C	O	D <sup>i</sup>	C	O	D <sup>i</sup>
Golden Plover Merlin	Mine	√ <sup>a</sup>	√ <sup>a</sup>	√ <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	√ <sup>h</sup>	√ <sup>h</sup>	x <sup>h</sup>
	Lady Cross Plantation												
	Lockwood Beck	√ <sup>d</sup>	√ <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>f</sup>	x <sup>f</sup>	x <sup>f</sup>	√ <sup>h</sup>	√ <sup>h</sup>	x <sup>h</sup>
	Tocketts Lythe												
	MHF												
	Harbour facility												

**NOTE: The cross reference to Table 8.3 relates to the HRA that was submitted with the planning applications for the Mine and MTS and MHF which accompanies this DCO application (as Appendix 3 to Document 7.3 – Project Position Statement).**

<sup>a</sup> see Table 8.3 ('Disturbance' for the Mine project element) for evidence supporting the conclusions.

York Potash Project Harbour facilities - Habitats Regulations Assessment

<sup>b</sup> see Table 8.3 for evidence supporting the conclusions.

<sup>c</sup> see Table 8.3 ('Groundwater' for the Mine project element) for evidence supporting the conclusions.

<sup>d</sup> see Table 8.3 ('Disturbance' for the Lockwood Beck Intermediate Shaft Site project element) for evidence supporting the conclusions.

<sup>e</sup> see Table 8.3 for evidence supporting the conclusions.

<sup>f</sup> see Table 8.3 ('Groundwater' for the Lockwood Beck Intermediate Shaft Site project element) for evidence supporting the conclusions.

<sup>g</sup> no effects are predicted with respect to surface water.

<sup>h</sup> see Table 8.6 for evidence supporting the conclusions.

<sup>i</sup> for the purposes of this exercise, effects during the decommissioning phase at the Mine are taken to be as for the construction phase; at the Intermediate Shaft Sites effects during decommissioning are predicted to be very limited (as the works would be limited) and hence LSE has been 'screened out'.

**Table 4 Potential for LSE on the Arnecliff and Park Hole Woods SAC**

Distance to Proposed Scheme: 3km from Lady Cross Plantation Intermediate Shaft Site										
European site features	Project Element	Likely Effects of Proposed Scheme								
		<i>Dust</i> <sup>a</sup>			<i>Alteration to (surface water) and groundwater</i> <sup>a</sup>			<i>In-combination</i> <sup>a</sup>		
		<i>C</i>	<i>O</i>	<i>D</i>	<i>C</i>	<i>O</i>	<i>D</i>	<i>C</i>	<i>O</i>	<i>D</i>
<i>Old Sessile Oak woods with Ilex and Belchnum</i> <i>Trichomanes speciosum,</i> <i>Killarney Fern</i>	Mine									
	Lady Cross Plantation									
	Lockwood Beck									
	Tocketts Lythe									
	MHF									
	Harbour facility									

**NOTE: The cross reference to Table 8.4 below relates to the HRA that was submitted with the planning applications for the Mine and MTS and MHF which accompanies this DCO application (as Appendix 3 to Document 7.3 – Project Position Statement).**

<sup>a</sup> see Table 8.4 for evidence supporting conclusions.

## Revised Appendix 10.1 to the HRA (Document 6.3)

### Integrity matrices for the Harbour facilities

For the Harbour facilities likely significant effects have been identified for the following sites:

- Teesmouth and Cleveland Coast SPA.
- Teesmouth and Cleveland Coast Ramsar site.

These sites have been subject to further assessment in order to establish if the Harbour facilities NSIP could have an adverse effect on their integrity. Evidence for the conclusions reached on integrity is detailed within the footnotes to the matrices below.

#### Matrix Key:

✓ = Adverse effect on integrity cannot be excluded

✗ = Adverse effect on integrity can be excluded

C = construction

O = operation

D = decommissioning

## Stage 2 Matrix 1: Teesmouth and Cleveland Coast SPA

Teesmouth and Cleveland Coast SPA															
Distance to Proposed Scheme: 900m from the Harbour facilities															
European site features	Adverse effect on integrity														
	Coastal processes			Habitat Loss / change			Disturbance			Water/sediment quality			In-combination		
	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>
Little tern (breeding)	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Sandwich tern (passage)	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Knot	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Redshank	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Little tern	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Common tern	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Ringed plover	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Waterbird assemblage	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>

<sup>a</sup> Paragraphs 10.3.6 to 10.3.14 and Paragraph 10.4.3 of the HRA (Document 6.3)

<sup>b</sup> Paragraphs 10.3.15 to 10.3.34 and Paragraphs 10.4.4 to 10.4.6 of the HRA (Document 6.3)

<sup>c</sup> Paragraphs 10.3.55 to 10.3.79; 10.3.83 to 10.3.86 and Paragraph 10.4.7 to 10.4.8 of the HRA (Document 6.3)

<sup>d</sup> Paragraphs 10.3.35 to 10.3.54 and Paragraph 10.4.9 to 10.4.11 of the HRA (Document 6.3)

<sup>e</sup> Section 11.3 of the HRA (Document 6.3)

<sup>f</sup> Decommissioning of the Harbour facilities would only involve removal of the overland conveyor and therefore there is no potential for an effect on coastal processes, habitats or water and sediment quality. Given that the decommissioning works would take place in 100 years' time, in combination effects cannot be reasonably foreseen and have been screened out.

## Stage 2 Matrix 2: Teesmouth and Cleveland Coast Ramsar site

Teesmouth and Cleveland Coast Ramsar site															
Distance to Proposed Scheme: 900m from the Harbour facilities															
Ramsar site features	Adverse effect on integrity														
	Coastal processes			Habitat Loss / change			Disturbance			Water/sediment quality			In-combination		
	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>	C	O	D <sup>f</sup>
Common redshank (passage)	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Red knot (wintering)	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Sandwich tern (passage)	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>
Waterbird assemblage	x <sup>a</sup>	x <sup>a</sup>	x <sup>a</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>b</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>c</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>d</sup>	x <sup>e</sup>	x <sup>e</sup>	x <sup>e</sup>

<sup>a</sup> Paragraphs 10.3.6 to 10.3.14 and Paragraph 10.4.3 of the HRA (Document 6.3)

<sup>b</sup> Paragraphs 10.3.15 to 10.3.34 and Paragraphs 10.4.4 to 10.4.6 of the HRA (Document 6.3)

<sup>c</sup> Paragraphs 10.3.55 to 10.3.79; 10.3.83 to 10.3.86 and Paragraph 10.4.7 to 10.4.8 of the HRA (Document 6.3)

<sup>d</sup> Paragraphs 10.3.35 to 10.3.54 and Paragraph 10.4.9 to 10.4.11 of the HRA (Document 6.3)

<sup>e</sup> Section 11.3 of the HRA (Document 6.3)

<sup>f</sup> Decommissioning of the Harbour facilities would only involve removal of the overland conveyor and therefore there is no potential for an effect on coastal processes, habitats or water and sediment quality. Given that the decommissioning works would take place in 100 years' time, in combination effects cannot be reasonably foreseen and have been screened out.





**DATED** 19<sup>TH</sup> October 2015

**NORTH YORKSHIRE COUNTY COUNCIL (1)**

and

**YORK POTASH LIMITED (2)**

and

**BARCLAYS BANK PLC (3)**

---

**PLANNING AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
relating to land at Doves Nest Farm, Scarborough, North Yorkshire

---

**Eversheds  
1 Wood St  
London  
EC2V 7WS  
Tel:0207 919 4500**

**THIS AGREEMENT** is made the 15<sup>TH</sup> day of OCTOBER Two Thousand and Fifteen

**BETWEEN:**

1. **NORTH YORKSHIRE COUNTY COUNCIL** County Hall, Northallerton, North Yorkshire, DL7 8AD ("the County Council"); and
2. **YORK POTASH LIMITED** (Company Registration Number 07251600) whose registered office is situate at 3<sup>rd</sup> Floor Greener House, 68 Haymarket, London, SW1Y 4RF ("YPL")
3. **BARCLAYS BANK PLC** (Company Registration Number 01026167) whose registered office is situate at 1 Churchill Place, London E14 5HP ("the Mortgagee")

**RECITALS:**

- A. The County Council is a local planning authority and is the highway authority for the purposes of Section 106 of the 1990 Act
- B. YPL is the registered proprietor of the freehold interest in the Obligation Land registered at HM Land Registry under title number NYK403401 and is seeking to carry out the Development on inter alia the Obligation Land
- C. The Mortgagee is the proprietor of a legal charge dated 9 December 2013 over the Obligation Land
- A. The parties hereto have entered into this Agreement so that in the event of the North York Moors National Park Authority ('NYMNP') and Redcar and Cleveland Borough Council ('RCBC') issuing the Planning Permissions pursuant to the Application and the Development proceeds the Development will be regulated as hereinafter provided

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following expressions shall have the following meanings:

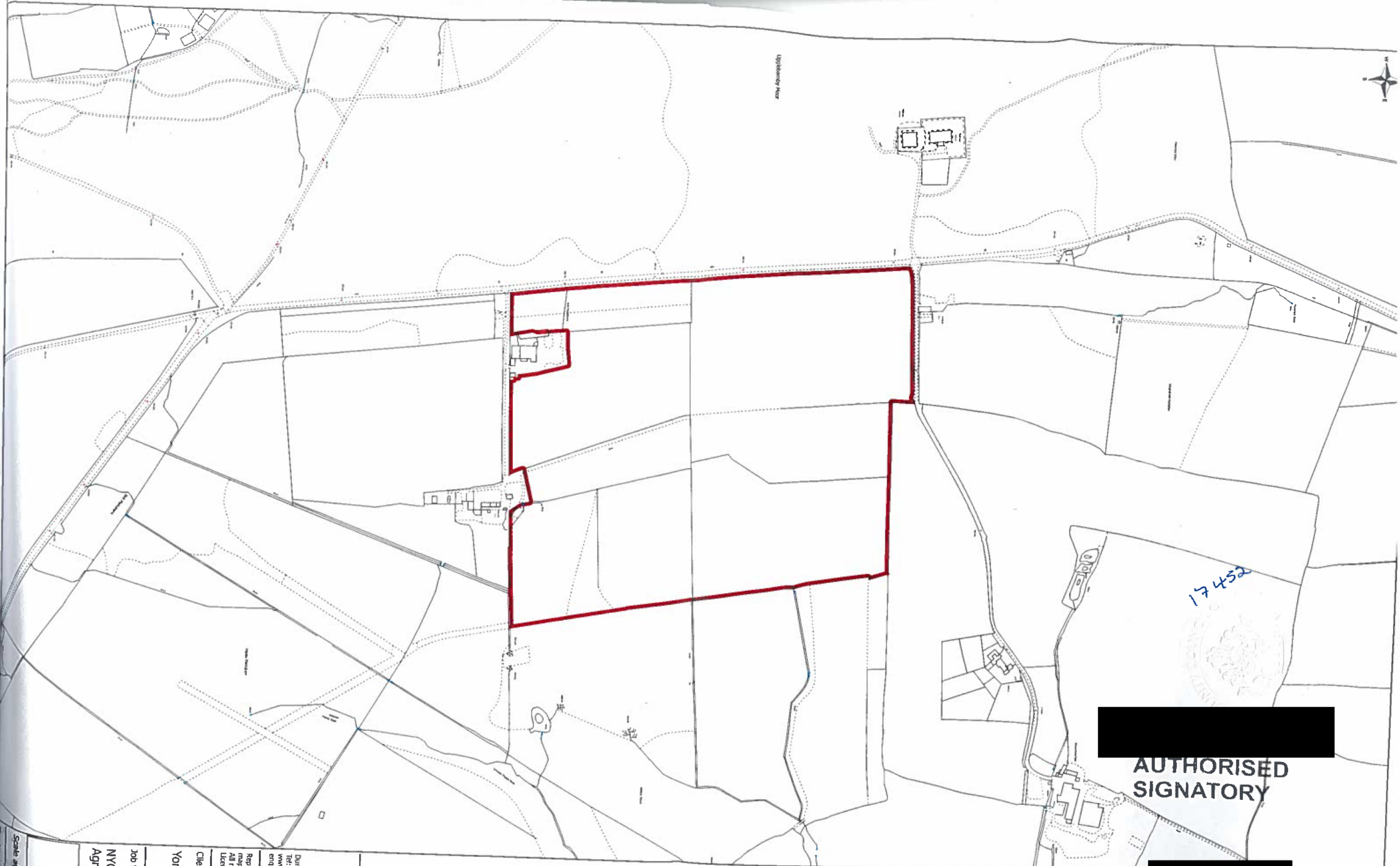
- "1990 Act" the Town & Country Planning Act 1990
- "Application" the application submitted to the NYMNP and RCBC allocated reference numbers NYM/2014/0676/MEIA and R/2014/0627/FFM respectively applying for the winning and working of polyhalite by underground methods including the construction of a minehead at Dove's Nest Farm involving access, maintenance and ventilation shafts, the landforming of associated spoil, the construction of buildings, access roads, car parking and helicopter landing site, attenuation ponds, landscaping, restoration and aftercare and associated works. In addition, the construction of an underground tunnel between Doves Nest Farm and land at Wilton that links to the mine below ground, comprising 1 no. shaft at Doves Nest Farm, 3 no. intermediate access shaft sites, each with associated landforming of associated spoil, the construction of buildings, access roads and car parking, landscaping, restoration and aftercare, and the construction of a tunnel portal at Wilton comprising buildings, landforming of spoil and associated works
- "Commencement of Construction" the earliest date on which any of the material operations (as defined by Section 56(4) of the 1990 Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Construction
- i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation
  - ii archaeological investigations
  - iii any works of demolition or site clearance (but not including soil stripping other than in item iv below)
  - iv minor soil stripping for the purposes of the

- v creation of the temporary access and laydown areas and preparation of drill pads  
any structural planting or landscaping works
- vi ecological or nature conservation works associated with the Development
- vii construction of boundary fencing or hoardings
- viii construction of access or highway works (including drainage and media)
- ix any other preparatory works agreed in writing with NYMNP or RCBC according to the administrative area within which the preparatory works concerned are to be undertaken

and Commence and Commenced shall be construed accordingly

"Commercial Production Date"	the date being the end of the Construction Period
"Construction Period"	the period of time from the Commencement of Construction to the date 12 months following the removal of the temporary winding towers at Dove's Nest Farm
"Defined Routes"	the routes shown on Plan B and any other routes reasonably requested by the County Council to be included
"Development"	the development described in the Application and to be carried out pursuant to the Planning Permissions
"HGV Routing Scheme"	a scheme to be submitted to the County Council in accordance with paragraph 7.1 of Schedule 1 to control the routing and timing of construction traffic to include enforcement measures and penalties and to include the routing and timing of indivisible abnormal loads
"Index Linked"	means adjusted in accordance with clause 2.20
"Mayfield Junction Works"	means the highway works to be carried out to improve Mayfield Junction to be the subject of an agreement between YPL and the County Council pursuant to Section 278 of the Highways Act 1980
"Mine"	the mine which is to be developed as part of the Development

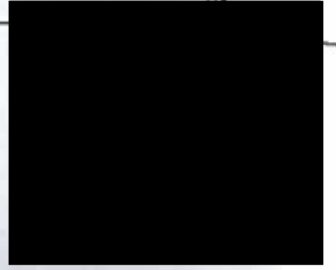
"NYCC STEM Contribution"	the sum of Eighty Thousand pounds (£80,000) Index Linked payable pursuant to paragraph 3.2 of Schedule 1
"NYBEP Contribution"	the sum of three hundred and seventy five thousand pounds (£375,000) Index Linked payable for pursuant to paragraph 3.4 of Schedule 1
"NYMNPA"	North York Moors National Park Authority
"NYMNPA Agreement"	the agreement under section 106 of the Act between inter alia NYMNPA and YPL relating to the NYMNPA Permission
"NYMNPA Permission"	the permission issued by NYMNPA pursuant to the application for inter alia the Mine under reference NYM/2014/0676/MEIA
"Obligation Land"	the land shown edged red on Plan A
"Operational Period"	the period commencing at the end of the Post Construction Period and lasting for the operational life of the mine
"Plan A"	the plan marked as such and attached hereto
"Plan B"	the series plans marked attached hereto comprising drawing numbers PB1110-SEI-NYTA-002 Rev 0, PB1110-SEI-NYTA-003 Rev 0 and PB1110-SEI-NYTA-004 Rev 0
"Planning Permissions"	the planning permissions granted by NYMNPA and RCBC pursuant to the Application
"Post Construction Period"	the period of time equal in length to the Construction Period commencing immediately following the end of the Construction Period
"Preparatory Works"	any of the following: <ul style="list-style-type: none"> <li>i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation</li> <li>ii. archaeological investigations</li> <li>iii. any works of demolition or site clearance</li> <li>iv. any structural planting or landscaping works</li> <li>v. ecological or nature conservation works associated with the development hereby permitted</li> <li>vi. construction of boundary fencing or hoardings</li> <li>vii. construction of access or highway works</li> </ul>



17452



**AUTHORISED  
SIGNATORY**



Notes:  
Extent of title NYK403401

**Bell  
Ingram**  
Dunn, 15th Road, Perth, PH2 7HF  
Tel: 01738 631121 Fax: 01738 630904  
www.bellingram.co.uk  
enquiries@bellingram.co.uk

Reproduced from Ordnance Survey digital  
map data © Crown copyright 2015.  
All rights reserved.  
Licence number 0100031673

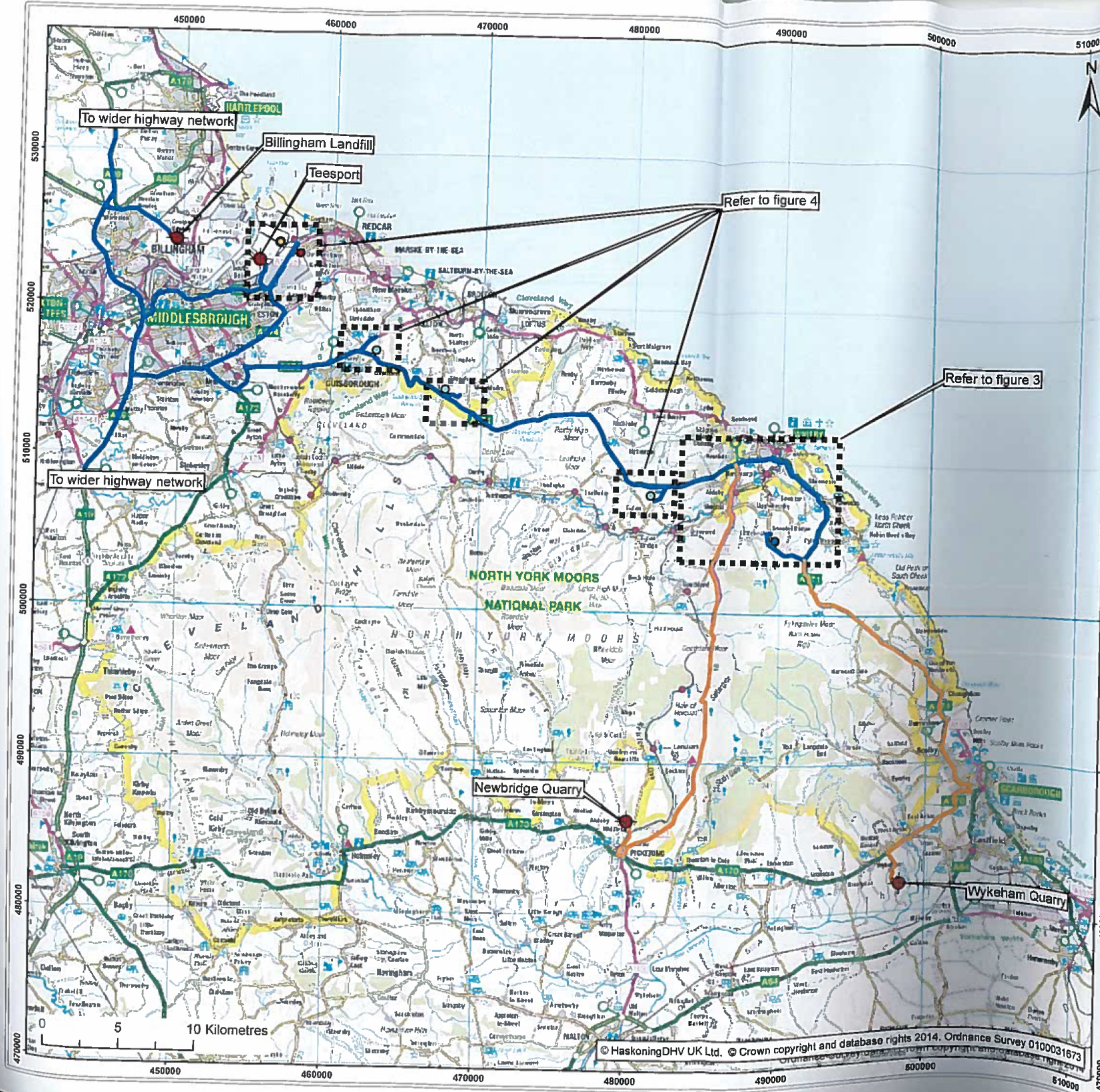
Client  
**York Potash Ltd**

Job title  
**NYCC Section 106  
Agreement**

**Doves Nest Farm**

Scale of A3: 1:5,000





Contains Ordnance Survey data © Crown copyright and database right 2014

Legend:

- Potential HGV Origin/Destination
- HGV Routes
- Alternative HGV Routes
- Mine and Dove's Nest MTS
- Intermediate MTS Site
- Materials Handling Facility and MTS Portal Site
- Harbour
- Refer to figures 3 and 4 for details

17452

Client: York Potash Limited

Project: York Potash Project North Yorkshire Transport Assessment

Title: [Redacted]

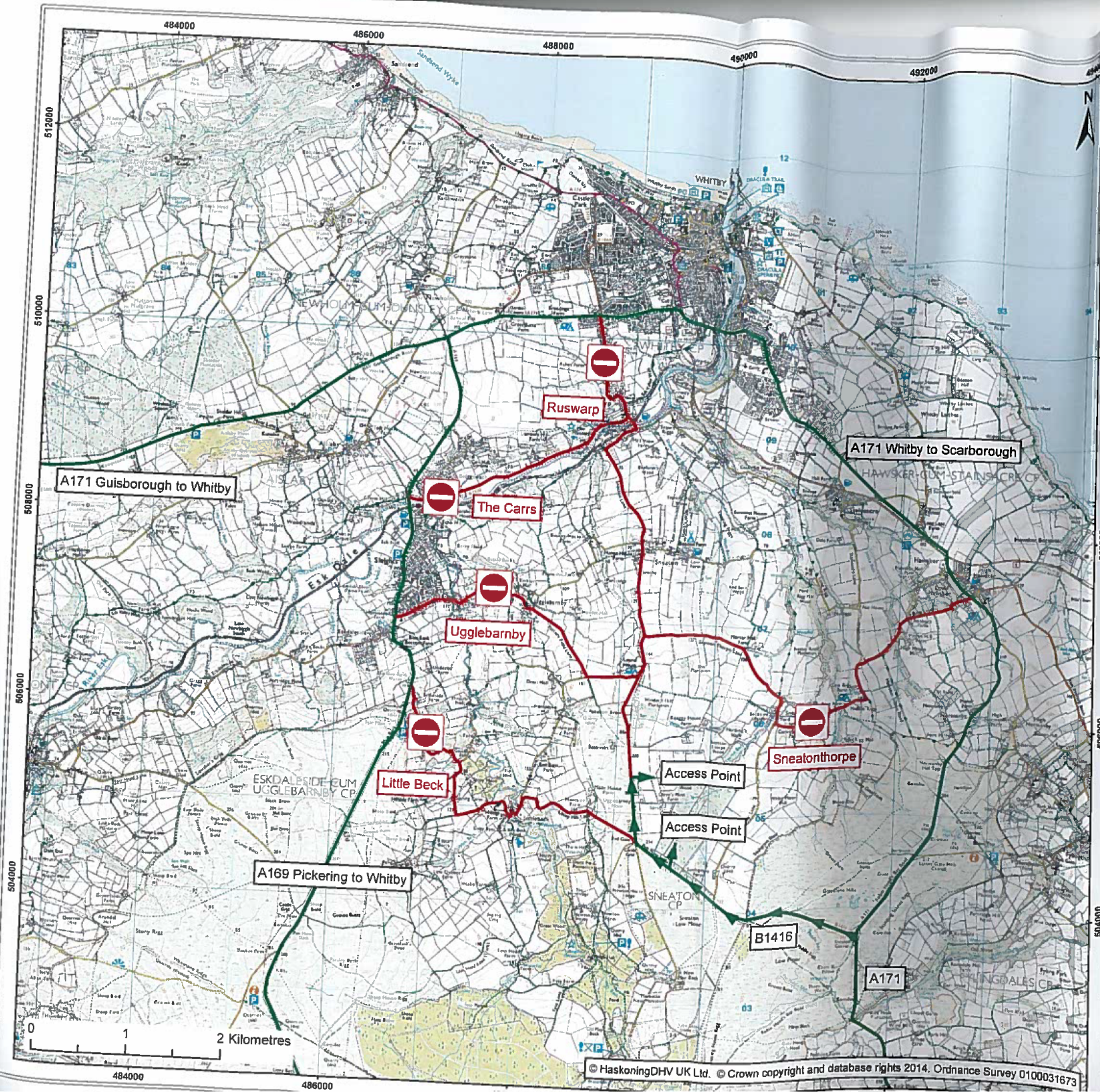
Part: SEI		Figure: 1		Drawing No: NYTA-002	
		Rev: 0	Date: 14/02/2015	Drawn: MCP	Checked: SKT

Co-ordinate system: British National Grid

**Royal HaskoningDHV**  
 Enhancing Society Together

ROYAL HASKONINGDHV  
 INDUSTRY, ENERGY & MINING  
 RIGHTWELL HOUSE  
 BRETTON  
 PETERBOROUGH  
 PE3 8DW  
 +44 (0)1733 33 44 55  
 www.royalhaskoningdhv.com





Legend:

- HGV route to and from Dove's Nest Farm
- Routes to Dove's Nest Farm to be avoided by HGV's

**AUTHORISED SIGNATORY**

Client:	Project:
York Potash Limited	York Potash Project North Yorkshire Transport Assessment

Title: HGV Routes  
Mine Surface Development Site

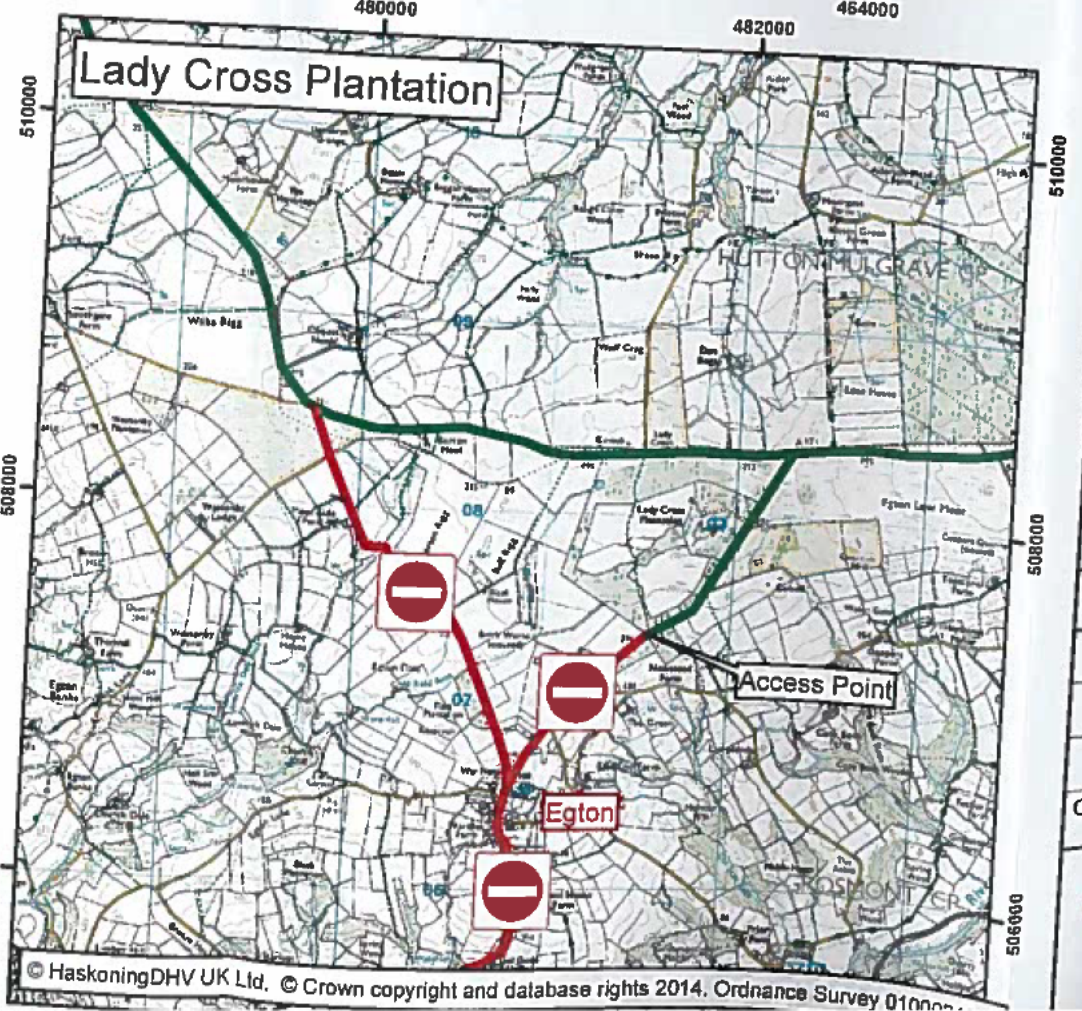
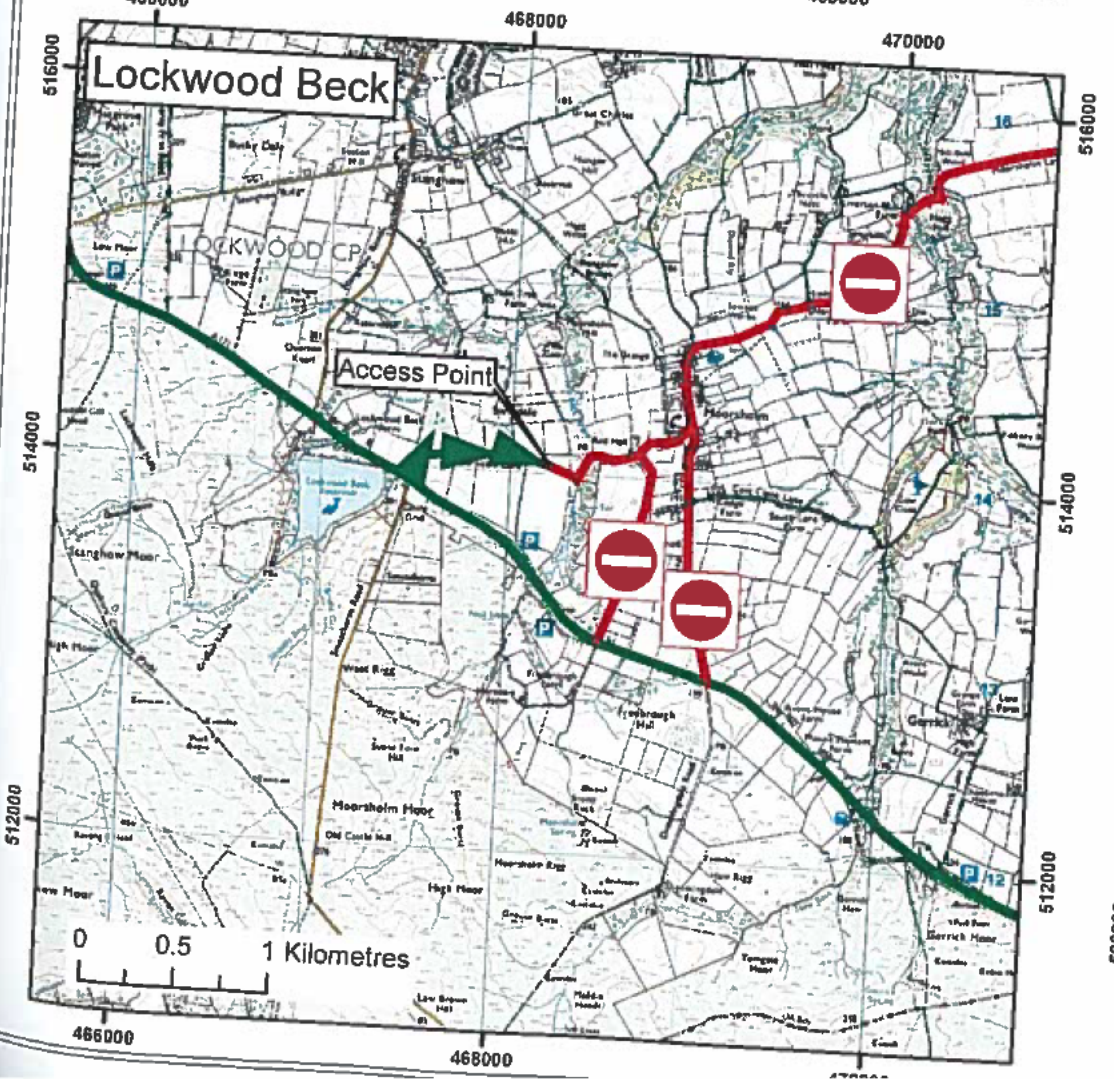
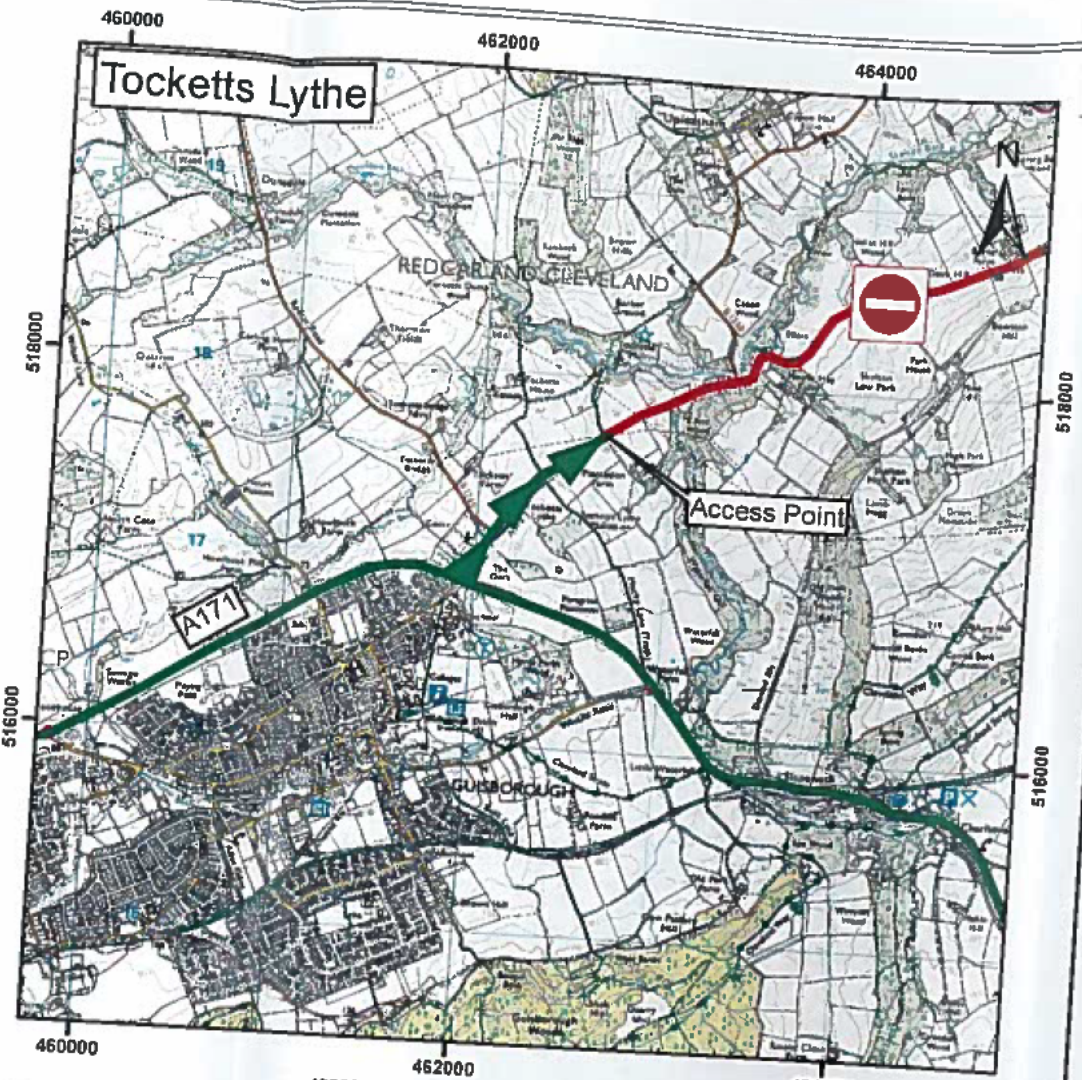
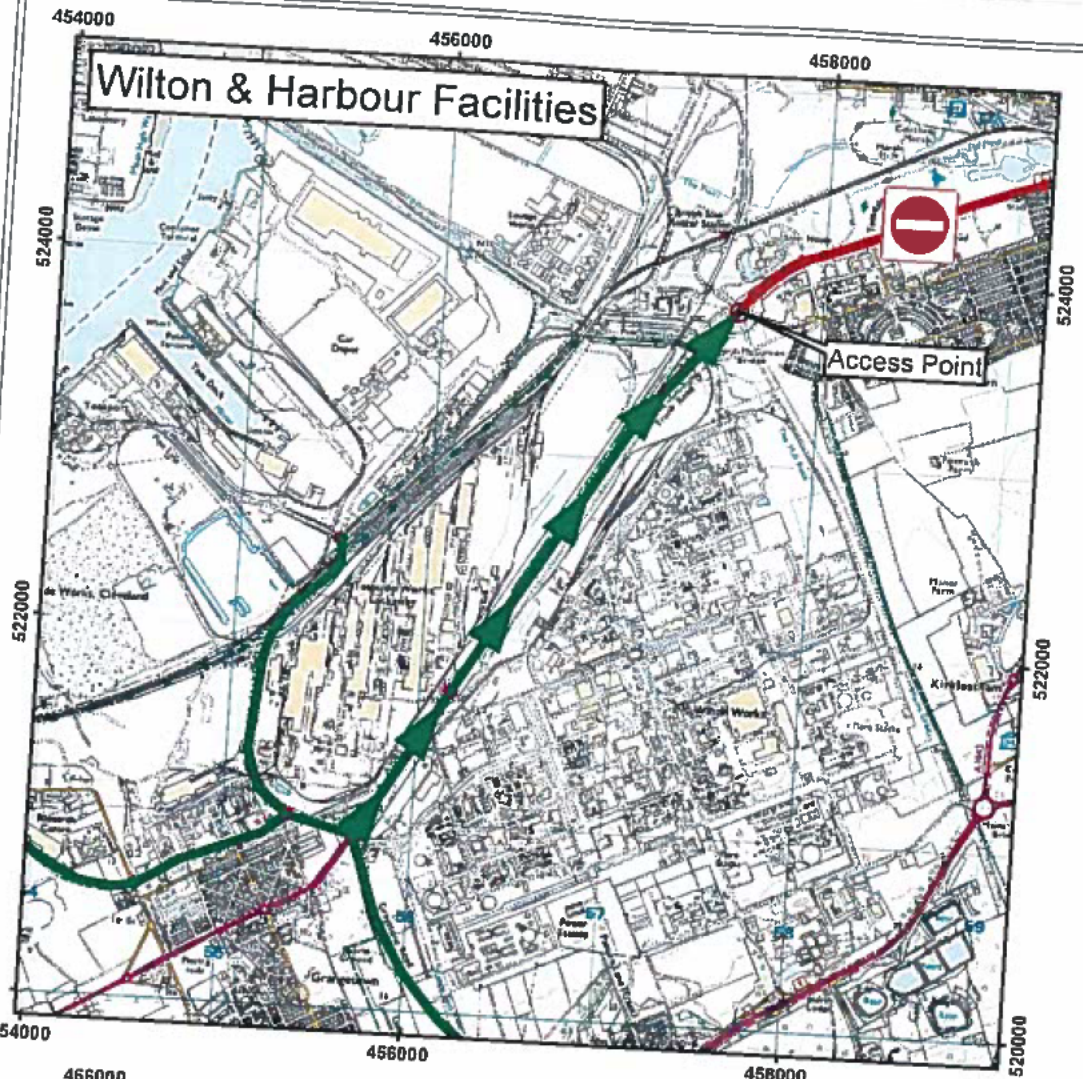
Part:	Figure:	Drawing No:			
SEI	3	PB1110-SEI-NYTA-003			
Rev:	Date:	Drawn:	Checked:	Size:	Scale:
0	13/02/2015	MCP	SKT	A3	1:40,000

Co-ordinate system: British National Grid

**Royal HaskoningDHV**  
INDUSTRY, ENERGY & MINING  
RIGHTWELL HOUSE  
BRETTON  
PETERBOROUGH  
PE3 8DW  
+44 (0)1733 33 44 55

Enhancing Society Together





- Legend:
- HGV Routes
  - HGV Route to and from MTS Intermediate Sites/Wilton Site
  - Routes to MTS Intermediate Sites/Wilton Site to be avoided by HGV's

**AUTHORISED  
SIGNATORY**

Client: York Potash Limited  
 Project: York Potash Project North Yorkshire Transport Assessment

Title: HGV Routes Wilton and MTS Intermediate Sites

Part: SEI	Figure: 4	Drawing No: PB1110-SEI-NYTA-004			
Rev: 0	Date: 13/02/2015	Drawn: MCP	Checked: SKT	Size: A3	Scale: 1:40,000

Co-ordinate system: British National Grid

**Royal HaskoningDHV**  
 ROYAL HASKONINGDHV  
 INDUSTRY, ENERGY & MINING  
 RIGHTWELL HOUSE  
 BREITON  
 PETERBOROUGH



	(including drainage and media) any other preparatory works agreed in writing with the mineral planning authority
"Rail Infrastructure Contribution"	the sum payable pursuant to paragraph 2.1 to .2.4 of Schedule 1
"Rail Service"	the rail services procured by the County Council pursuant to the Rail Service Contribution as detailed in paragraph 1 of Schedule 2
"Rail Service Contribution"	the sums payable pursuant to paragraphs 1.2 and 1.3 of Schedule 1
"RCBC"	Redcar and Cleveland Borough Council
"Relevant Authority"	the NYMNP, RCBC or the County Council whichever of them is the authority having jurisdiction over the issue in question
"Traffic Management Liaison Group"	a group containing representatives of the following: <ul style="list-style-type: none"> <li>• YPL</li> <li>• NYMNP</li> <li>• Scarborough Borough Council ('SBC')</li> <li>• RCBC</li> <li>• the County Council in its capacity as the Local Highway Authority</li> <li>• North Yorkshire Police Authority</li> <li>• TP Coordinator</li> <li>• Other parties which the County Council notifies to YPL and whose interests are or may be affected by the Mine</li> </ul>

1.2 The expressions "the County Council" and "YPL" shall where the context so admits include its respective successors and assigns and in the case of the County Council the successors to their statutory functions

1.3 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

- 1.4 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.5 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.6 Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement

## **2 GENERAL PROVISIONS**

### **Statutory Authority**

- 2.1 The obligations in this Agreement are planning obligations and are made pursuant to S106 of the 1990 Act
- 2.2 All obligations are also entered into pursuant to Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972
- 2.3 The obligations in Schedule 1 of this agreement bind the Obligation Land and are enforceable by the County Council or in the absence of enforcement by the County Council are enforceable by NYMNPA

### **Liability**

- 2.4 The parties hereto agree that no person shall be liable for breach or non-performance of any covenant contained in this Agreement after he shall have parted with all interest in the Obligation Land or the part of it in respect of which such breach or non-performance occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
- 2.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Obligation Land in accordance with a planning permission (other than the Planning Permissions as defined herein or any renewal thereof or any reserved matters approval with respect thereto) granted

(whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

### **Contingencies**

- 2.6 The planning obligations contained in clause 3 and Schedule 1 to this Agreement shall take effect only on the Commencement of Construction with the exception only of the obligations relating to highway repair in paragraph 6.1 of Schedule 1, the Routing Scheme in paragraph 7.1 of Schedule 1, the Traffic Management Liaison Group in paragraph 4 of Schedule 1 and paragraph 9.2 of Schedule 1 relating to security, which shall take effect immediately following the issue of both of the Planning Permissions
- 2.7 In the event of either of the Planning Permissions expiring or in the event of the revocation of either the Planning Permissions prior to Commencement of Construction the obligations under this Agreement shall cease absolutely and the County Council shall procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

### **Determination by Expert**

- 2.8 Notwithstanding any specific provision in this Agreement in the event of any dispute between YPL the Mortgagee and the County Council concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:
- 2.8.1 The person to be appointed pursuant to Clause 2.8 shall if possible be a person having fifteen years or more relevant post-qualification

experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute

2.8.2 The reference to the expert shall be on terms that:

2.8.2.1 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;

2.8.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;

2.8.2.3 the expert shall be bound to have regard to the said submissions and representations;

2.8.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

2.8.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and

2.8.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on YPL the Mortgagee and the County Council save that the parties retain the right to refer to the Courts on a matter of law

#### **VAT**

2.9 In the event that the provision by YPL to the County Council or other body of any land or buildings or infrastructure or matters pursuant to this Agreement is a taxable supply for the purposes of the legislation relating to Value Added Tax in respect of which any Value Added Tax should become payable then the County Council or other body in receipt of such supply shall pay to York Potash all such Value Added

Tax upon receipt from YPL of a Value Added Tax invoice therefore and YPL shall endeavour to ensure that the timing of such invoice or invoices within any four week period shall be such as to minimise the period between settlement of the invoice and recovery of the tax

#### **Time Periods**

- 2.10 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between YPL and the County Council SAVE THAT any party to this Agreement who requires time to be of the essence in respect of any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended taking into account at all times any statutory or other constraints which may affect the other relevant party's compliance with the amended period

#### **Approvals**

- 2.11 For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

#### **Notices**

- 2.12 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing
- 2.13 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been



received by the addressee on the second business day following the date of posting

**Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.14 Subject to and aside from in relation to clause 2.3 above, nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

**Void Provisions**

- 2.15 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

**Application of this Agreement**

- 2.16 If the NYMNPA and/or RCBC agrees pursuant to an application under Section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act the covenants or provisions of this Agreement shall, if the Relevant Authority and YPL both agree, be deemed to bind the varied permission and to apply in equal terms to the new planning permission

### **No Fetter of Discretion**

- 2.17 Save as permitted by law nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council in their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the County Council were not a party to this Agreement

### **Effect of any Waiver**

- 2.18 No waiver (whether express or implied) by the County Council of any breach or default by YPL in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by YPL

### **General Requirement to Co-operate**

- 2.19 Without prejudice to its statutory duties the County Council and YPL shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

### **Indexation**

- 2.20 Where payments are identified as being Index Linked in this Agreement then such sums shall be adjusted by applying the All Items Retail Prices Index as published by the Office of National Statistics (or any successor thereof) including any applicable local or regional waiting from date hereof to the date of payment

### **Interest**

- 2.21 Where any payment or part payment which the parties hereto are obliged to pay or repay pursuant to the provisions of this Agreement is not paid on the date upon which the obligation to make such a payment falls due then interest at 1% above the base rate of HSBC

Bank Plc from time to time calculated on a daily basis shall be added to the outstanding balance of the payment from the date on which the payment or part payment became due until the date of receipt of the payment or part payment

#### **The Mortgagee's Consent**

2.22 The Mortgagee consents to this Agreement being entered into with the intent that its interest in the Obligation Land will be bound by the terms of this Agreement and as if this Agreement had been executed and registered as a local land charge before execution of its legal charge

2.23 Notwithstanding clause 2.22 above the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Obligation Land or part thereof for which it appoints a receiver or administrative receiver under the charge and if the Mortgagee has become a mortgagee in possession the Mortgagee shall not incur any liability under this Agreement unless and until the Planning Permissions have been granted and such land has been used for the purposes of the Development

### **3 YPL's PLANNING OBLIGATIONS**

3.1 YPL covenants with the County Council to comply with the obligations contained in Schedule 1

3.2 YPL covenants with the County Council to pay the County Council's legal costs in connection with the preparation, negotiation and completion of this Agreement on completion of this Agreement.

### **4 THE COUNTY COUNCIL'S COVENANTS**

4.1 The County Council covenants with YPL to comply with the obligations set out in Schedule 2

## SCHEDULE 1

YPL covenants with County Council to observe and perform the following obligations:

### **1 Rail Services Contribution**

- 1.1 To pay the Rail Service Contribution to the County Council as set out in paragraphs 1.2 and 1.3 below for the purposes of establishing a new train service to increase the existing services between Middlesbrough and Whitby accepting always that the County Council has no obligation to deliver such a service and delivery can only be achieved on the basis that the service is fully funded by YPL or sources other than the County Council
- 1.2 Five hundred thousand pounds (£500,000) Index Linked payable 12 months after the Commencement of Construction and five hundred thousand pounds (£500,000) Index Linked on the first and second anniversary of the first operation of the Rail Services (comprising £1,500,000 in total plus indexation)
- 1.3 Up to a maximum of two hundred and fifty thousand pounds (£250,000) Index Linked per annum for three years upon receipt of a written demand from the County Council pursuant to paragraph 3 of Schedule 2

### **2 Rail Infrastructure Contribution**

- 2.1 To pay the Rail Infrastructure Contribution being a maximum sum of four million five hundred thousand pounds (£4,550,000) Index Linked towards the cost of infrastructure upgrades required to facilitate the Rail Services on the Middlesbrough to Whitby rail line in a manner which will avoid a negative impact on the core five train per day services of the North York Moors Historical Railway Trust (NYMR) between Pickering and Whitby such money to be paid as set out in paragraphs 2.2, 2.3 and 2.4 below
- 2.2 Seven Hundred and Fifty Thousand Pounds (£750,000) Index Linked on the Commencement of Construction

2.3 Up to a maximum of Fifty Thousand Pounds (£50,000) Index Linked six months from the date of the Planning Permission granted by the NYMNPA to reimburse the County Council for the cost of work carried out or procured by it in the appraisal of options such payment to be made within 28 days of a written demand from the County Council setting out the option appraisal carried out and itemising the monies expended on such appraisal

2.4 Up to three million seven hundred and fifty thousand (£3,750,000) Index Linked following the expiry of a period of 12 months from the Commencement of Construction and within 28 days of a written demand from the County Council setting out the infrastructure works involved and the cost of those works accepting always that the County Council has no obligation to deliver such infrastructure upgrades and delivery can only be achieved on the basis that the infrastructure upgrades are fully funded by YPL or sources other than the County Council

2.5 In the event that the Rail Infrastructure Contribution provides insufficient funds to procure an additional four services between Middlesbrough and Whitby to use its reasonable endeavours to investigate and apply for all alternative sources of funding (such as grant aid) as may be available to supplement the Rail Infrastructure Contribution

### **3 Employment and Training**

3.1 To pay the NYCC STEM Contribution of eighty thousand pounds (£80,000) Index Linked to the County Council as set out in paragraph 2.2 below to be applied towards improving the awareness of science technology engineering and maths in primary and secondary schools within North Yorkshire

3.2 Forty thousand pounds (£40,000) Index Linked payable within 28 days of the Commencement of Construction and a further forty thousand pounds (£40,000) Index Linked on the first anniversary of the Commencement of Construction

3.3 To pay the North Yorkshire Business and Education Partnership (NYBEP) Contribution of three hundred and seventy five thousand pounds (£375,000) Index Linked to the County Council as set out in paragraph 3.4 below to be used by the North Yorkshire Business and Education Partnership for the provision of science technology engineering and maths resources and activities for secondary schools and further education establishments within North Yorkshire and for no other purposes whatsoever

3.4 To pay thirty seven thousand and five hundred pounds (£37,500) Index Linked within 28 days of the Commencement of Construction and a further thirty seven thousand and five hundred pounds (£37,500) Index Linked on each anniversary of the Commencement of Construction for a period of nine years only

#### **4 Traffic Management Liaison Group**

4.1 To establish the Traffic Management Liaison Group prior to the commencement of the Preparatory Works in order to facilitate liaison between the Traffic Management Liaison Group members and other interested stakeholders in relation to the transportation aspects of the construction and operation of the Mine including monitoring the Construction Traffic Management Plan and for the lifetime of the Mine monitoring the impact of the Development on traffic and highways in particular on the Defined Routes including monitoring driver behaviour

4.2 To bear the costs of and to administer the calling of meetings of the Traffic Management Liaison Group not less than once every quarter unless otherwise agreed in writing by all members of the Traffic Management Liaison Group and on additional occasions if reasonably requested by any member of the Traffic Management Liaison Group so to do and to have a formal review of the membership and timings of meetings of the Traffic Management Liaison Group every 5 years with the first review taking place 5 years after the first meeting of the Traffic Management Liaison Group.



- 4.3 To carry out or procure a survey of the condition of the Detailed Routes and provide a copy of that survey to the Traffic Management Liaison Group and the County Council prior to the Commencement of Construction

**5 Automatic Traffic Counters**

- 5.1 To install and maintain (including to replace or renew where necessary) ATC Counters as follows:

	Location	Duration of installation
1.	Doves Nest Farm operational access	From the commencement of use of the access until the end of the Operational Period
2.	Doves Nest Farm shaft access	From commencement of use of the access for the Operational life of the Mine
3.	Ladycross construction access	From the earliest date from which any material operations (as defined by Section 56(A) of the 1990 Act) is begun at the Ladycross intermediate shaft site until the Commercial Production Date

**6 Highway Repair**

- 6.1 To undertake an inspection of highways within North Yorkshire trafficked by HGVs associated with the Development at least annually to identify any abnormal damage associated therewith and to report to the Traffic Management Liaison Group and the highway department of the County Council and to make available up to Fifty Thousand Pounds (£50,000) Index Linked per annum for the lifetime of the Mine for to pay for such reparatory works which are agreed to be necessary as a result of the impact of the HGV traffic associated with the Development or for speed enforcement or other reactive measures to facilitate the maintenance of highway BUT FOR THE AVOIDANCE OF DOUBT this paragraph 6.1 shall not preclude the County Council from

utilising the powers contained in section 59(3) of the Highways Act 1980 provided that the utilisation of those powers shall not result in the payment for any reparatory works more than once

**7 HGV Routing**

7.1 To submit prior to the Commencement of Preparatory Works the HGV Routing Scheme for approval by the County Council and to comply with the approved HGV Routing Scheme or any approved variation thereto

7.2 In addition to any statutory duties relating to Indivisible Abnormal Load, to produce a plan for the Traffic Management Liaison Group to consider and comment upon regarding the routing and timing of any Indivisible Abnormal Load which will need to access the Obligation Land for construction or operational purposes such plan to include advance notification of at least 14 days to the NYMNPA and the County Council and such other statutory notifications as required.

**8 Export of Materials by Road**

8.1 Not to permit any export of saleable polyhalite material by road without prior written approval from the County Council (such approval not to be unreasonably withheld or delayed) and to comply with any conditions and restrictions reasonably applied by the County Council in giving such approval

**9 Commencement of Construction**

9.1 To notify the County Council in writing of the date of the Commencement of Construction

9.2 Not to Commence Construction until security arrangements are in place to secure the monetary contributions payable pursuant to this Agreement, the nature and type of those security arrangements to be to the satisfaction of NYMNPA

## SCHEDULE 2

The County Council covenants with YPL as follows:

### **Rail Service Contribution**

1. To use its reasonable endeavours to apply the Rail Service Contribution for the purposes of procuring additional services (from the current 4 per day) between Middlesbrough and Whitby from December 2018 (such additional services being up to 4 extra services Monday – Friday until December 2019 and thereafter up to 3 additional services and up to 4 additional services at the weekend) and for no other purpose whatsoever, providing that all costs associated with the provision of additional services are borne in full by YPL or sources other than the County Council
2. If, despite using reasonable endeavours the County Council is not able to apply the Rail Services Contribution for the provision of the Rail Services then the County Council will use reasonable endeavours to apply the contribution towards measures to support enhanced accessibility by sustainable transport means to the North York Moors National Park
3. To review the Rail Service 6 months after receipt of the final payment pursuant to paragraph 1.2 of Schedule 1 or one year after the commencement of any additional services whichever is the later to determine whether the Rail Service is self-sustaining and in the event that the County Council acting reasonably is satisfied that the Rail Service is unable to operate without continuing subsidy it shall serve a written notice on YPL requiring further subsidy up to a maximum of two hundred and fifty thousand pounds (£250,000) per annum for a maximum period of 3 years PROVIDED THAT such notice must be served before the commencement of the Operational Period after

which the obligation on YPL at paragraph 1.3 of Schedule 1 shall determine and cease absolutely

**Rail Infrastructure Contribution**

4. To use reasonable endeavours to seek to apply the Rail Infrastructure Contribution towards any infrastructure upgrades on the rail line between Middlesbrough and Whitby as are reasonably necessary for the provision of the Rail Services (excluding the upgrade of level crossings unless YPL agree) in a manner which will avoid a negative impact on the services of the North York Moors Historical Railway Trust (NYMR) between Pickering and Whitby and for no other purposes whatsoever PROVIDED THAT all costs associated with the provision of infrastructure upgrades are borne in full by YPL or sources other than the County Council
  
5. To serve written notice and provide evidence in so far as it is able to YPL detailing the cost of the works to the rail infrastructure to facilitate the Rail Service once a contract for those works has been let PROVIDED THAT such notice must be served before the commencement of the Operational Period after which the obligation on YPL at paragraph 2 of Schedule 1 shall determine and cease absolutely

**NYCC STEM Contribution**

6. To apply the NYCC STEM Contribution towards improving the awareness of science technology engineering and maths in primary and secondary schools within North Yorkshire and for no other purpose whatsoever

**NYBEP Contribution**

7. To liaise with the North Yorkshire Business and Education Partnership to ensure that the NYBEP Contribution is applied solely towards science technology engineering and maths resources and activities for

secondary schools and further education establishments within North Yorkshire and for no other purpose whatsoever

**Traffic Management Liaison Group**

8. To nominate representatives to attend and participate in the Traffic Management Liaison Group meetings and to cooperate with YPL in relation to reviewing the Group membership and timings of meetings in accordance with paragraph 4.2 of Schedule 1

**Mayfield Junction Works**

9. To pay to YPL within 28 days of completion by YPL of the Mayfield Junction Works all financial contributions currently held by the County Council in respect of those works together with any interest accrued thereon (completion being the issue of the provisional certificate by the County Council pursuant to the Section 278 Agreement relating to those works)
10. To repay to YPL upon written request any unexpended monies paid to the County Council pursuant to the obligations in Schedule 1 at the expiration of 10 years from the date of payment within two months of the expiry of the aforesaid 10 year period in respect of which period time shall be of the essence
11. To provide reasonable details of the expenditure of all monies paid to the County Council pursuant to the obligations in this Agreement to YPL which details shall be provided following receipt of a written request for the same from YPL provided that no more than 4 requests shall be made in any calendar year

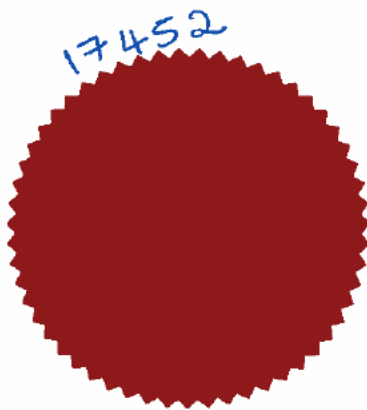
IN WITNESS whereof the parties hereto have executed as a Deed on the date first above written



THE COMMON SEAL OF NORTH )  
YORKSHIRE COUNTY COUNCIL )  
was hereunto affixed in the presence of: - )

[Redacted]

Authorised Signatory



SIGNED AS A DEED on behalf of )  
YORK POTASH LIMITED by two directors )  
or one director and its company secretary )

Director

~~Director~~ Secretary

[Redacted]

SIGNED AS A DEED on behalf of  
BARCLAYS BANK PLC by:

BARRY PAUL BENTON

Authorised Signatory

**DATED** 19 OCTOBER 2015

**NORTH YORK MOORS NATIONAL PARK AUTHORITY (1)**

and

**YORK POTASH LIMITED (2)**

and

**BARCLAYS BANK PLC (3)**

and

**VICTORIA FARM GARDEN CENTRE LIMITED (4)**

and

**MARGARET ANN PARKER  
MICHAEL LESLIE PARKER (5)**

and

**JANE ANNABEL ADAMSKI  
ALISTAIR PAUL JACKSON  
FIONA GILLIAN CLACHERTY (6)**

---

**PLANNING AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
relating to land at Doves Nest Farm and Lady Cross Scarborough, North Yorkshire

---

**Eversheds  
1 Wood Street  
London  
EC2V 7WS**

**File Ref: MET/212082.6**

**THIS AGREEMENT** is made the 19 day of OCTOBER Two  
Thousand and Fifteen

**BETWEEN:**

1. **NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York, YO62 5BP ("NYMNPA")
2. **YORK POTASH LIMITED** (Company Registration Number 07251600) whose registered office is situate at 3<sup>rd</sup> Floor Greener House, 68 Haymarket, London, SW1Y 4RF ("YPL")
3. **VICTORIA FARM GARDEN CENTRE LIMITED** (Company Registration Number 04917198) whose registered office is 2 Hall Garth Pickering North Yorkshire YO18 7AW ("the First Owner")
4. **MARGARET ANN PARKER and MICHAEL LESLIE PARKER** of Knaggy House Farm Sneatonthorpe Whitby North Yorkshire YO22 5HZ ("the Second Owners")
5. **JANE ANNABEL ADAMSKI and ALISTAIR PAUL JACKSON and FIONA GILLIAN CLACHERTY** all of Finkle House Farm Great Fryupdale Lealholm Whitby North Yorkshire YO21 2AS ("the Third Owners")
6. **BARCLAYS BANK PLC** (Company Registration Number 01026167) whose registered office is situate at 1 Churchill Place London E14 5HP ("the Mortgagee")

**RECITALS:**

- A. NYMNPA is a local planning authority for the purposes of Section 106 of the 1990 Act
- B. YPL is the registered proprietor of the freehold interest in those parts of the DNF Obligation Land registered at HM Land Registry under title numbers NYK403401 NYK211933 NYK288512 NYK211934 NYK351074 and NYK217353



"Application"	<p>the application submitted to NYMNPA and RCBC allocated reference numbers NYM/2014/0676/MEIA and R/2014/0627/FFM respectively applying for the winning and working of polyhalite by underground methods including the construction of a mine head at DNF involving access, maintenance and ventilation shafts, the landforming of associated spoil, the construction of buildings, access roads, car parking and helicopter landing site, attenuation ponds, landscaping, restoration and aftercare and associated works. In addition, the construction of an underground tunnel between DNF and land at Wilton that links to the mine below ground, comprising 1 no. shaft at DNF, 3 no. intermediate access shaft sites, each with associated landforming of associated spoil, the construction of buildings, access roads and car parking, landscaping, restoration and aftercare, and the construction of a tunnel portal at Wilton comprising buildings, landforming of spoil and associated works</p>
"Approved Provider"	<p>a security provider approved by NYMNPA which may include one or more of the following:</p> <p>Barclays Bank Plc;  Royal Bank of Scotland;  HSBC;  BNP Paribas; and  Societe Generale</p> <p>or such other security provider agreed between YPL and NYMNPA</p>
"Archaeological Data Contribution"	<p>the sums set out in paragraph 5.1 of Schedule 1 to facilitate incorporation of archaeological project data into existing archaeological records</p>
"Certified Transaction Report"	<p>means a report certified by CCAB qualified accountant providing details of the expenditure by NYMNPA of monies paid to NYMNPA pursuant to the obligations in this Agreement and certifying that the expenditure referred to in the report has been properly incurred by NYMNPA</p>

“Commencement of Construction”

the earliest date on which any of the material operations (as defined by Section 56(4) of the 1990 Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Construction:

- i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation
- ii. archaeological investigations
- iii. any works of demolition or site clearance (but not including soil stripping other than that in iv below)
- iv. minor soil stripping for the purposes of the creation of the temporary access and lay down areas and preparation of drill pads
- v. any structural planting or landscaping works
- vi. ecological or nature conservation works associated with the Development
- vii. construction of boundary fencing or hoardings
- viii. any other preparatory works agreed in writing with the NYMNP or RCBC according to the administrative area within which the preparatory works concerned are to be undertaken

and Commence and Commenced shall be construed accordingly

“Construction Period”

the period from the Commencement of Construction until the latest of the following dates to occur:

- i. the removal of the temporary winding towers at DNF and at Lady Cross
- ii. one year after the completion of the tree planting, shrub planting and seeding of the bunds at DNF and Lady Cross pursuant to Conditions 57 and 71 of the NYMNP Planning Permission;
- iii. the MTS becoming operational;
- iv. the date that the movement of polyhalite by road finally ceases;
- v. the removal of the temporary right hand turn lane at the shaft entrance to DNF

“Construction Year

the period of twelve months starting on the Commencement of Construction and each twelve month period starting on the anniversary thereof throughout the Construction Period



“Core Policy D Contribution” the sums to be paid pursuant to paragraph 3 of Schedule 1 to contribute towards the planting of mixed deciduous woodland in accordance with the strategy set out in Figure 2 of the current Management Plan or equivalent strategy in any successor plan

“Core Policy D Notice” the notice in the form contained in Schedule 5 and completed as directed therein being used by NYMNPA to demand the payment of any Core Policy D Contribution

“Default Event” any of the following:

- insolvency of YPL; or
- during the Construction Period cessation of construction for a period of 12 months (unless it can be evidenced that there is a strong prospect of construction resuming within the following 2-year period); or
- cessation of production at the Mine for a period of 12 months (unless it can be evidenced that there is a strong prospect of production recommencing within the following 2-year period); or
- notwithstanding there being any prospect of construction resuming or production recommencing in accordance with this definition, any cessation of construction or production for a period of 5 years

and in the absence of agreement as to whether construction or production has either ceased, or has no reasonable prospect of resuming in accordance with this definition, the matter is to be determined by an expert under the provisions of clause 2.9

“Default Reinstatement Works” the works at any point in time which would be required to restore the physical characteristics of the Surface Sites to a condition consistent with their previous use for agriculture and / or forestry or woodland or such other use or landform agreed by NYMNPA which is appropriate within the National Park and which for the avoidance of doubt shall include all of the following:

- the capping of the mine and intermediate shafts;
- the infilling of all surface voids; and
- removal of hardstanding and buildings constructed as part of the Development

"Development"	the development described in the Application and to be carried out pursuant to the Planning Permissions
"DNF"	Doves Nest Farm being the location of the proposed minehead
"DNF Obligation Land"	the land shown edged red on Plan 1
"Escrow Account"	a bank account under the control of an entity with Investment Grade Rating within which monies are to be deposited as security for payments due under this Agreement in accordance with paragraph 13 of Schedule 1 and the entirety of Schedule 2
"Geological Data Contribution"	the sum payable pursuant to paragraph 6.1 of Schedule 1 to facilitate incorporation of geological project data into existing geological records
"Independent Surveyor"	the person appointed pursuant to paragraph 3 of Schedule 2
"Index"	the All Items Retail Prices Index as published by the Office of National Statistics (or any successor thereof)
"Index Linked"	adjusted in accordance with clause 2.21
"Intermediate Shaft Site"	the site upon which an intermediate shaft is to be sunk at Lady Cross as identified on Plan 2
"Investment Grade Rating"	being an investment rating of BBB or higher as applied by Standard and Poor's or Moody's or an equivalent credit-rating agency agreed by NYMNPA
"Lady Cross"	the area known as Lady Cross Plantation being the location of an intermediate shaft site
"Lady Cross Obligation Land"	the land shown edged red on Plan 2 (but excluding any land forming part of the public highway)
"Landscape and Ecology Compensation Contribution"	the sums to be paid pursuant to paragraph 2 of Schedule 1 being a contribution towards mitigation and compensation for landscape, ecology and associated impacts
"Landscape and Ecology Notice"	the notice in the form contained in Schedule 5 completed as directed therein being used by NYMNPA to demand the payment of any Landscape and Ecology Contribution

*Amended by Jacksons Law Firm for and on behalf of the Owners, 412 and the Mortgagee.*

“Liaison Group”	means the parties that will be invited to attend the Liaison Group Forum meetings to include the following: <ul style="list-style-type: none"> <li>a) three representatives of YPL</li> <li>b) three representatives of NYMNPA</li> <li>c) up to 3 local councillors and</li> <li>d) a representative of each of the local parish councils</li> <li>e) any other person which NYMNPA and YPL agree should be invited to join the group from time to time</li> </ul>
“Liaison Group Forum”	a forum for liaison about the construction and delivery of the Development and the compliance with this Agreement and to inform members of the Liaison Group of relevant local issues
“Local Businesses Tourism Contribution”	the sums payable pursuant to paragraph 4.7 of Schedule 1 for the purposes of assisting local businesses related to tourism
“Local Supply Chain Engagement Strategy”	the document entitled “York Potash Limited Supply Chain Transport Strategy” dated September 2014 and included as an appendix to the Economic Impact Report submitted as part of the Application
“Management Plan”	the ‘North York Moors National Park Management Plan’ dated 2012 detailing the strategic framework for the future management and protection of the special qualities of the national park or such successor or replacement plan as may be notified by NYMNPA from time to time
“Management Plan Policies”	the policies set out in Schedule 4
“Mine”	the mine which is to be developed as part of the Development
“Monitoring Contribution (Initial)”	the sums set out in paragraph 14.1 of Schedule 1 for the purposes of ensuring compliance with this Agreement and the requirements of the NYMNPA Planning Permission
“Monitoring Contribution (Ongoing)”	the sums set out in paragraph 12.1 of Schedule 1 for the purposes of ensuring compliance with this Agreement and the requirements of the NYMNPA Planning Permission
“MTS”	the mineral transportation system described in the application for the Planning Permissions
“National Park”	the North York Moors National Park (NYMNPA)

"Noise Mitigation Contribution"	the sum agreed with NYMNPA to be maintained by YPL to meet the cost of additional noise mitigation if identified as being required as a consequence of the construction or operation of the Development
"Noise Mitigation Notice"	the notice in the form contained in Schedule 5 completed as directed therein being used by NYMNPA to demand the payment of any Noise Mitigation Contribution
"NYCC"	North Yorkshire County Council
"NYCC Agreement"	the Planning Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated the same date as this Deed and made between North Yorkshire County Council (1) YPL (2) and Barclays Bank PLC (3)
"NYCC Payments"	the monetary contributions to be paid by virtue of the NYCC Agreement
"NYCC Security"	security arrangements to be put into place to secure the monetary contributions to be paid by virtue of the NYCC Agreement
"NYMNPA Planning Permission"	the planning permission granted by NYMNPA pursuant to the Application under reference number NYM/2014/0676/MEIA
"NYMNPA Tourism Contribution (Construction)"	the sums payable pursuant to paragraph 4.3 and 4.4 of Schedule 1 for the purposes of marketing the North York Moors
"NYMNPA Tourism Contribution (Operations)"	a sum equivalent to the amount of the last of the NYMNPA Tourism Contributions (Construction) payable to the NYMNPA in the Post Construction Period identified by the application of paragraphs 4.3 and 4.4 of Schedule 1 for the purposes of marketing the North York Moors
"Operating Framework"	the provisions setting out how the Liaison Group Forum will be established and operated by YPL contained in Schedule 7 of this Agreement
"Operational Period"	the period commencing at the end of the Post Construction Period and continuing for the operational life of the Mine
"the Owners"	YPL and the First Owner and the Second Owners and the Third Owners (and "Owner" shall be interpreted in this Agreement as meaning all and any of the individual Owners as the case may be)

"Payment Year"	the period of twelve months starting on the Commencement of Construction and each twelve month period starting on the anniversary thereof until the end of the Operational Period
"Performance Standards"	the minimum performance criteria that the NYMNPA must achieve to secure the continued payment of the Monitoring Contribution as detailed in Schedule 8 of this Agreement
"Plan 1"	the Plan attached hereto and marked as such identifying DNF
"Plan 2"	the Plan attached hereto and marked as such identifying Lady Cross
"Plan 3"	the plan attached hereto and marked as such identifying the proposed bridleway
"Planning Permissions"	the planning permissions granted pursuant to the Application being the NYMNPA Planning Permission and the RCBC Permission
"Post Construction Period"	the period of time of equivalent length to the Construction Period commencing at the end of the Construction Period
"Principal Contributions"	the contributions relating to landscaping and ecology; Core Policy D and tourism payable pursuant to paragraphs 2, 3 and 4 of Schedule 1
"RCBC"	Redcar and Cleveland Borough Council
"RCBC Permission"	the planning permission granted by RCBC pursuant to the Application under reference R/2014/0627/FFM
"Review Date"	the date being each anniversary of the Commencement of Construction until the end of the Construction Period
"SBC Local Opportunities Contribution"	the sum payable pursuant to paragraph 9 of Schedule 1
"Scarborough Borough Council"	The Borough Council of the Borough of Scarborough in North Yorkshire (SBC)
"Security Arrangements"	the arrangements as set out in Schedule 2 to secure performance and satisfaction of specified obligations contained in this Agreement and the NYCC Agreement









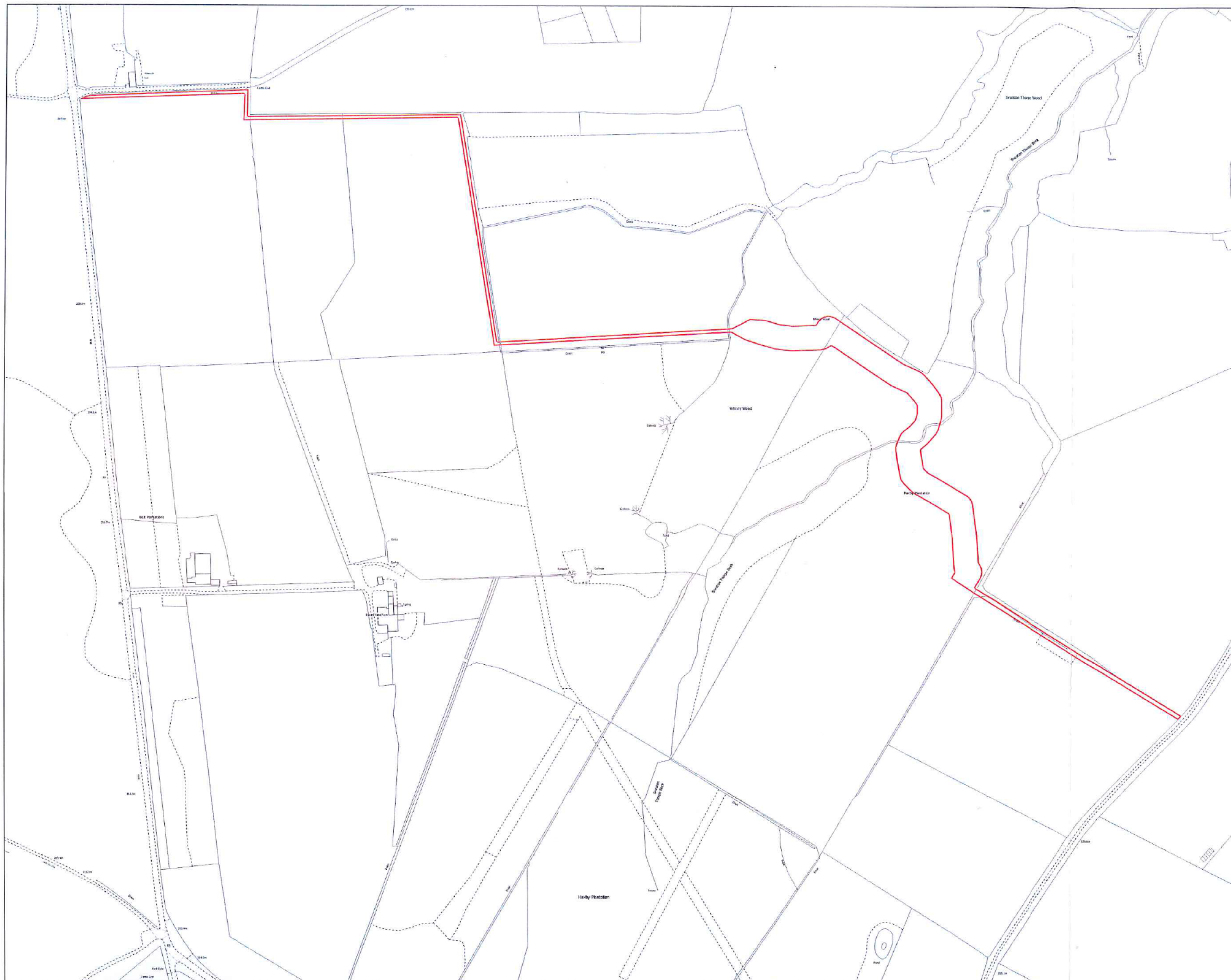


**Proposed Link  
Bridleway Corridor**

[Redacted]  
[Redacted]

*m L Parker*  
*m a Parkat*  
*Andrew N. Wright*

*Access to be provided to private road and to be owned by First, Second & Third owners.*



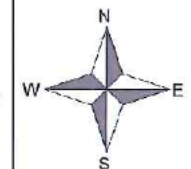
Plan reference: Y5135-0102M-LAND4 REV 1

Date printed: 20/03/2015 Drawn by: TMcM

0 25 50 75 metres



Scale  
1:4,000  
at original size  
A3



Reproduced from Ordnance Survey digital map data © Crown copyright 2015. All rights reserved. Licence number 0100031673

Prepared by:



Durn, Isla Road,  
Perth, PH2 7HF  
Tel: 01738 621121  
Fax: 01738 630904  
www.bellingram.co.uk  
enquiries@bellingram.co.uk

“Settled Matter”	<p>any of the following:</p> <ul style="list-style-type: none"> <li>i. the reasonableness, purpose and quantum of those contributions and payments the amount and purpose of which is identified by the time of entering into this Agreement and set out in this Agreement, and the mechanism for defining the levels of those contributions</li> <li>ii. the duration and timing of any payment or contribution the date for which is specifically set out in or governed by this Agreement</li> <li>iii. the requirement of any payment or contribution to be index linked</li> <li>iv. the type, form and purpose of any security to be provided pursuant to this Agreement, and the mechanism for defining the levels of that security</li> </ul>
“Signage Tourism Contribution”	the sum payable pursuant to paragraph 4.10 of Schedule 1 for the provision of directional brown signs associated with the National Park
“Surface Sites”	surface development land at DNF and the Intermediate Shaft Site at Lady Cross identified on Plan 1 and Plan 2
“Tourism Contributions”	the sums set out in paragraphs 4.2 to 4.11 of Schedule 1
“Tourism Impact Review”	the review mechanism for assessing tourism impacts of the Development contained in Schedule 6
“VisitBritain”	the organisation titled as such or any successor organisation
“VisitBritain Tourism Contribution”	the sum payable pursuant to paragraph 4.9 of Schedule 1 for the purposes of promotion by VisitBritain of the North York Moors as a tourist destination
“VisitEngland”	the organisation titled as such or any successor organisation
“VisitEngland Tourism Contribution”	the sum payable pursuant to paragraph 4.8 of Schedule 1 for the purposes of promotion by VisitEngland of the North York Moors as a tourist destination

“Welcome to Yorkshire Tourism Contribution”	the contribution payable pursuant to paragraph 4.2 of Schedule 1 for the purposes of promotion by Welcome to Yorkshire of the North York Moors as a tourist destination
“Welcome to Yorkshire”	the organisation titled as such being the official destination management organisation for Yorkshire or any successor organisation
“Whitby (SBC) Tourism Contribution”	the sum payable pursuant to paragraph 4.11 of Schedule 1 for the purposes of promotion of Whitby as a tourist destination
“York Potash Undergraduate Programme”	the programme set out in the Skills Strategy submitted in support of the Application

- 1.2 The expressions “NYMNPA” “YPL” “the Mortgagee” “the First Owner” “the Second Owners” and “the Third Owners” shall where the context so admits include its respective successors and assigns and in the case of NYMNPA any successor to its statutory functions
- 1.3 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.4 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.5 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.6 Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement
- 1.7 References to clauses schedules and paragraphs are to clauses schedules and paragraphs of this Agreement unless otherwise stated

**GENERAL PROVISIONS****Statutory Authority**

- 2.1 The obligations in this Agreement are planning obligations and are made pursuant to Section 106 of the 1990 Act and the Agreement is entered into by the parties hereto pursuant to Section 106 of the 1990 Act
- 2.2 All obligations are entered into pursuant to Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972
- 2.3 In order to satisfy the tests in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, NYMNPA is satisfied that the planning obligations in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development
- 2.4 The obligations in Schedule 1 and Schedule 2 of this Agreement bind the DNF Obligation Land and the obligations in paragraph 13 of Part 1 of Schedule 1 in respect of security for Default Reinstatement Works at Lady Cross also bind the Lady Cross Obligation Land
- 2.5 All the obligations in Schedules 1, 2, 6 and 7 are enforceable by NYMNPA

**Liability**

- 2.6 The parties hereto agree that:
- 2.6.1 Subject to clause 2.29 no person shall be liable for breach or non-performance of any covenant contained in this Agreement after he shall have parted with all interest in the DNF Obligation Land or the Lady Cross Obligation Land or the part of them in respect of which such breach or non-performance occurs but without prejudice to liability for any subsisting breach prior to parting with such interest; and
- 2.6.2 Nothing in this Agreement shall prohibit or limit the right to develop

any part of the DNF Obligation Land and/or the Lady Cross Obligation Land in accordance with a planning permission (other than the Planning Permissions as defined herein or any renewal thereof or any reserved matters approval with respect thereto) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

### **Contingencies**

- 2.7 With the exception only of the obligations contained in clauses 1 to 3, paragraphs 1, 7.1, 8.1, 8.2, 12.1, 13 and 14.1 of Schedule 1 and the whole of Schedule 2 of this Agreement, the terms contained in this Agreement shall take effect only on the Commencement of Construction
- 2.8 In the event of either of the Planning Permissions expiring or in the event of NYMNPA revoking the NYMNPA Planning Permission prior to Commencement of Construction the obligations under this Agreement which remain to be discharged at the date of such expiry or revocation shall cease absolutely and NYMNPA shall procure that any entries referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

### **Determination by Expert**

- 2.9 Subject to clause 2.10 below, in the event of a dispute between the parties hereto concerning any matter that matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:
- 2.9.1 The person to be appointed pursuant to Clause 2.9 shall be a person having fifteen years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute



- 2.9.2 The reference to the expert shall be on terms that:
- 2.9.2.1 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
  - 2.9.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;
  - 2.9.2.3 the expert shall be bound to have regard to the said submissions and representations;
  - 2.9.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
  - 2.9.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
  - 2.9.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on the Owners and NYMNPA save that the parties retain the right to refer to the Courts on a matter of law
- 2.10 No disputes may be referred to an expert pursuant to clause 2.9 where the relevant matter of that dispute was a Settled Matter.

#### **VAT**

- 2.11 In the event that the provision by the Owners to NYMNPA or other body of any land or buildings or infrastructure or matters pursuant to this Agreement is a taxable supply for the purposes of the legislation relating to Value Added Tax in respect of which any Value Added Tax should become payable then NYMNPA if in receipt of such supply shall pay to the Owners all such Value Added Tax upon receipt from the Owners of a Value Added Tax invoice therefore and the Owners shall endeavour to ensure that the timing of such invoice or invoices within any four week period shall be such as to minimise the period between settlement of the invoice and recovery of the tax

### **Time Periods**

- 2.12 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between YPL and NYMNPA SAVE THAT any party to this Agreement who requires time to be of the essence in respect of any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended

### **Approvals**

- 2.13 For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

### **Notices**

- 2.14 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing
- 2.15 Notices and communications under this Agreement may be sent by personal delivery or by Recorded Delivery or ordinary First Class Post (recorded delivery) and any notice or communication sent by ordinary First Class Post and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting

### **Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.16 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any)

as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded with the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

#### **Void Provisions**

- 2.17 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

#### **No Fetter of Discretion**

- 2.18 Save as permitted by law nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of NYMNPA in their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if NYMNPA were not a party to this Agreement

#### **Effect of any Waiver**

- 2.19 No waiver (whether express or implied) by NYMNPA of any breach or default by the Owners in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent NYMNPA from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owners

#### **General Requirement to Co-operate**

- 2.20 Without prejudice to its statutory duties NYMNPA and the Owners

shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

### **Indexation**

- 2.21 Where payments are identified as being Index Linked in this Agreement then such sums shall be adjusted by applying the Index from the date of this Deed to the date of payment

### **Interest**

- 2.22 Where any payment or part payment which the parties hereto are obliged to pay or repay pursuant to the provisions of this Agreement is not paid on the date upon which the obligation to make such a payment falls due then interest at 4% above the base rate of HSBC Bank Plc from time to time calculated on a daily basis shall be added to the outstanding balance of the payment from the date on which the payment or part payment became due until the date of receipt of the payment or part payment

### **The Mortgagee's Consent**

- 2.23 The Mortgagee consents to this Agreement being entered into with the intent that its interest in the DNF Obligation Land will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before execution of its legal charge.
- 2.24 Notwithstanding clause 2.23 the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the DNF Obligation Land or part thereof for which it appoints a receiver or administrative receiver under the charge

### **Statutory Undertakers**

- 2.25 The covenants contained in this Agreement shall not be enforceable against statutory undertakers in relation to any parts of the DNF Obligation Land or the Lady Cross Obligation Land acquired by them

for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the DNF Obligation Land or the Lady Cross Obligations Land or any part thereof is in the nature of a benefit of an easement or covenant

### **Local Land Charge**

- 2.26 This Agreement shall be registerable as a local land charge by NYMNPA

### **Restriction**

- 2.27 Following the Commencement of Construction the Owners shall not sell, transfer, lease, grant licences pursuant to, or make similar dealings with, their interest in the DNF Obligation Land or the Lady Cross Obligation Land without first requiring any transferee, lessee or other interest holder to provide the Security Arrangements to the reasonable satisfaction of NYMNPA on the same terms as those set out in Schedules 1 and 2 to this Agreement or alternative terms acceptable to NYMNPA

- 2.28 Prior to the Commencement of Construction each of the Owners shall apply for the entry of the following restriction against each of its titles at HM Land Registry and shall procure that the restriction(s) have priority over any mortgage or charge entered into by them or any other party:

“No disposition, sale, transfer lease, licence or other similar dealings associated with the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the North York Moors National Park Authority that the provisions of clause 2.28 of the Planning Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated \_\_\_\_\_ and made between North York Moors National Park Authority (1) York Potash Limited (2) Barclays Bank plc (3) Victoria Farm Garden Centre Limited (4) Margaret Ann Parker and Michael Leslie Parker (5) and Jane Annabel Adamski, Alistair Paul Jackson and Fiona Gillian Clacherty (6) have been complied with”

## **Notification**

- 2.29 The Owners shall give NYMNPA immediate written notice of any change in ownership of any of their interests in the DNF Obligation Land and the Lady Cross Obligation Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of land purchased by reference to a plan

## **Jurisdiction**

- 2.30 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-executive jurisdiction of the courts of England and Wales

## **Legal Costs**

- 2.31 Upon the Completion of this Deed the Owners shall pay the legal costs of NYMNPA

## **3 THE OWNERS' PLANNING OBLIGATIONS**

- 3.1 The Owners covenant with NYMNPA to jointly and severally comply with the obligations contained in Part 1 of Schedule 1 save that the owners of the Lady Cross Obligation Land shall only be liable for the obligations in paragraph 13 of Part 1 of Schedule 1 in respect of security for Default Reinstatement Works at Lady Cross

- 3.2 YPL covenants with NYMNPA to comply with the obligations contained in Part 2 of Schedule 1

## **4 NYMNPA'S COVENANTS**

- 4.1 NYMNPA covenant with the Owners to comply with the obligations set out in Schedule 3



## SCHEDULE 1

### PART 1

The Owners covenant with NYMNPA to jointly and severally observe and perform the following obligations:

#### **1. Notifications**

1.1 To serve notice upon NYMNPA within 7 days of the advent of each of the following dates:

- i. the Commencement of Construction
- ii. the end of the Construction Period and commencement of the Post Construction Period (which will be the same date)
- iii. the end of the Post Construction Period and commencement of the Operational Period (which will be the same date)
- iv. the end of the Operational Period

#### **2. Landscape and Ecology Compensation Contribution**

##### General obligation

2.1 To make available and pay the Landscape and Ecology Compensation Contribution to NYMNPA (Index Linked on an annual basis) in accordance with the payment mechanism at paragraph 2.3 below

2.2 For the purposes of this Schedule 1, the Landscape and Ecology Compensation Contribution is an annual contribution comprising the sum of One Hundred and Eighteen Thousand Five Hundred pounds (£118,500) plus One Hundred and Eighteen Thousand Five Hundred pounds (£118,500) for each year of the Construction Period that has been completed up to an annual maximum of Five Hundred and Ninety Two Thousand Five Hundred pounds (£592,500), (Index Linked) on an annual basis and payable throughout the Construction, Post

## Construction and Operational Periods

### Payment mechanism

- 2.3 Within twenty eight days of receipt of an Landscape and Ecology Notice from NYMNPA requesting payment of any Landscape and Ecology Contribution to pay the monies specified in that notice to NYMNPA provided that:
- i. no Landscape and Ecology Notice can be served prior to the Commencement of Construction; and
  - ii. the monies requested in any Landscape and Ecology Notice when added to the other monies paid pursuant to any Landscape and Ecology Notices issued in the same Payment Year shall not exceed the Landscape and Ecology Contribution for that year
- 2.4 Should a Landscape and Ecology Notice not be served by NYMNPA pursuant to paragraph 2.3 of this Schedule, the relevant Landscape and Ecology Compensation Contribution for each year within the Construction Period, Post Construction Period or Operational Period must in any event be paid by the Owners on each anniversary of the Commencement of Construction during the Construction Period, Post Construction Period and Operational Period

## **3. Core Policy D Contribution**

### General obligation

- 3.1 To make available and pay the Core Policy D Contribution to NYMNPA (Index Linked on an annual basis) in accordance with the payment mechanism at paragraph 3.3 below
- 3.2 For the purposes of this Schedule 1, the Core Policy D Contribution means an annual contribution comprising the sum of One Hundred and Thirty Five Thousand pounds (£135,000) plus One Hundred and Thirty Five Thousand pounds (£135,000) (Index Linked) for each Construction Year that has been completed up to an annual maximum of Six Hundred and Seventy Five Thousand pounds (£675,000), which

is payable throughout the Construction, Post Construction and Operational Periods

Payment mechanism

3.3 Within twenty eight days of receipt of a Core Policy D Notice from NYMNPA requesting payment of any Core Policy D Contribution to pay the monies specified in that notice to NYMNPA provided that:

- i. no such Notice can be served prior to the Commencement of Construction; and
- ii. the monies requested in any Core Policy D Notice when added to the other monies paid pursuant to any Core Policy D Notices issued in the same Payment Year shall not exceed the Core Policy D Contribution for that year

3.4 Should a Core Policy D Notice not be served by NYMNPA pursuant to paragraph 3.3 of this Schedule, the relevant Core Policy D Contribution for each year within the Construction Period, Post Construction Period or Operational Period must in any event be paid by the Owners on each anniversary of the Commencement of Construction during the Construction Period, Post Construction Period and Operational Period

**4. Tourism Contribution**

4.1 To pay the Tourism Contributions as provided in paragraphs 4.2 to 4.11 below

4.2 To pay the Welcome to Yorkshire Tourism Contribution of Two Hundred Thousand Pounds (£200,000) (Index Linked) to NYMNPA within 28 days of the Commencement of Construction and on each anniversary of the Commencement of Construction until the end of the Post Construction Period for use by Welcome to Yorkshire or the NYMNPA in accordance with paragraph 5 of Schedule 3

4.3 Subject to the application of paragraph 4.4 below to pay the NYMNPA Tourism Contribution (Construction) of One Hundred Thousand Pounds (£100,000) (Index Linked) to NYMNPA within 28 days of the

Commencement of Construction and on each anniversary of the Commencement of Construction until the end of the Post Construction Period

- 4.4 To participate in the Tourism Impact Review as provided for in Schedule 6 and to increase the payment referred to in paragraph 4.3 above if required by the provisions of Schedule 6 during the Construction Period and the Post Construction Period as a result of the Tourism Impact Review (and for the avoidance of doubt the sum as increased shall be payable during the remainder of the Operational Period)
- 4.5 To pay the NYMNPA Tourism Contribution (Operations) (Index Linked) (and any increase as a result of the provisions of Schedule 6) to the NYMNPA within 28 days of the end of the Post Construction Period and then annually on each anniversary of the end of the Post Construction Period until the end of the Operational Period
- 4.6 To pay for the costs of the Tourism Impact Review (Index Linked) throughout the Construction Period and Post Construction Period subject to a maximum of One Hundred Thousand Pounds (£100,000) payable each Construction Year or Post Construction Year (as the case may be)
- 4.7 To pay the Local Businesses Tourism Contribution of Fifty Thousand Pounds (£50,000) (Index Linked) to NYMNPA within 28 days of the Commencement of Construction and on each anniversary of the Commencement of Construction until the end of the Post Construction Period
- 4.8 To pay the VisitEngland Tourism Contribution of Fifty Thousand Pounds (£50,000) (Index Linked) to NYMNPA within 28 days of the Commencement of Construction and on each anniversary of the Commencement of Construction until the end of the Post Construction Period
- 4.9 To pay the VisitBritain Tourism Contribution of Fifty Thousand Pounds (£50,000) (Index Linked) to NYMNPA within 28 days of the Commencement of Construction and on each anniversary of the

Commencement of Construction until the end of the Post Construction Period

4.10 To pay the Signage Tourism Contribution of Four Hundred Thousand Pounds (£400,000) (Index Linked) on the date which is 28 days after the third anniversary of the Commencement of Construction or the date on which a scheme for provision of tourism signage is agreed between the Owners and NYMNPA, whichever is earlier

4.11 To pay the Whitby (SBC) Tourism Contribution of Fifty Thousand Pounds (£50,000) (Index Linked) to the NYMNPA within 28 days of Commencement of Construction and on each anniversary thereof until the expiry of a period of ten years from the end of the Construction Period

**5. Archaeological Data Contribution**

5.1 To pay the Archaeological Data Contribution of Twenty Two Thousand Five Hundred pounds (£22,500) (Index Linked) to NYMNPA within 28 days of the Commencement of Construction and on each anniversary thereof until the end of the Construction Period

**6. Geological Data Contribution**

6.1 To pay the Geological Data Contribution of Twenty Two Thousand Five Hundred Pounds (£22,500) (Index Linked) to NYMNPA payable within 28 days of the Commencement of Construction and on each anniversary thereof until the end of the Construction Period

**7. Liaison Group**

7.1 To establish and operate the Liaison Group Forum prior to the Commencement of Construction to facilitate discussion and liaison with interested parties in relation to aspects of the development which impact upon them in accordance with the Operating Framework

**8. Police**

8.1 To pay prior to the Commencement of Construction a contribution of a maximum of One Hundred and Fifty Thousand Pounds (£150,000) (Index Linked) towards policing costs relating to the Development to the NYMNPA

8.2 To use reasonable endeavours to enter into an agreement with North Yorkshire Police as to the mechanism for, and specific purposes of, payment of the contribution envisaged by paragraph 8.1 above

**9. Scarborough Employment Opportunities**

9.1 To pay the SBC Local Opportunities Contribution of Forty Thousand Pounds (£40,000) (Index Linked) to the NYMNPA within 28 days of Commencement of Construction and on each anniversary of the Commencement of Construction until the end of the Construction Period

9.2 To use reasonable endeavours to implement the ongoing and outstanding actions in the Action Plan specifically to achieve:-

- i. the creation of 50 apprenticeship opportunities within the first five years following the Commencement of Construction and maintenance of an ongoing apprenticeship programme
- ii. the continued delivery of the York Potash Undergraduate Programme
- iii. the training of at least 250 workers in preparation for mining operations
- iv. the delivery of a re-skilling programme for at least 50 potential tradespeople with transferrable skills
- v. delivering quarterly employment opportunity information sessions targeted at the local unemployed
- vi. establishing a local supply engagement group to develop and implement the York Potash Local Supply Chain Engagement



## Strategy

9.3 To provide a report on the implementation and satisfaction of the outstanding actions of the Action Plan at such intervals as NYMNPA may reasonably require but no more than twice each year

### 10. **Bridleway at DNF**

10.1 To use reasonable endeavours to provide a new length of bridleway in the vicinity of DNF, as indicated on Plan 3, such bridleway to be dedicated to the public in perpetuity and recorded on the definitive map of public rights of way

### 11. **Noise Mitigation**

11.1 Within twenty eight days of receipt of a completed Noise Mitigation Notice from NYMNPA to pay the monies specified in that notice to NYMNPA provided that:

- i. no valid Noise Mitigation Notice can be served prior to the commencement of the Construction Period and after the end of the Operational Period;
- ii. the precise noise mitigation measures for which the monies are required are identified in the Noise Mitigation Notice and
  - a) do not relate to measures which YPL are separately contracted to fund or compensate for in direct legal arrangements with the owners of the premises concerned;
  - b) are measures which have been identified by the Environmental Health Officer of Scarborough Borough Council as being required to mitigate the noise impact of construction at the Surface Sites on residential properties in the vicinity of the Surface Sites; and:
- iii. the monies requested in any Noise Mitigation Notice when added to the monies paid pursuant to other Noise Mitigation Notices issued shall not exceed the Noise Mitigation

## Contribution

### **12. Monitoring Contribution**

12.1 To pay the Monitoring Contribution (Ongoing) to the NYMNPA for the purposes of monitoring compliance within this Agreement and the requirements of the NYMNPA Planning Permission including the development of and approval of plans and schemes associated with its conditions as set out in paragraphs 12.1(i.) and (ii.) below

- i. One Hundred Thousand Pounds (£100,000) (Index Linked) payable annually on the anniversary of the issue of the NYMNPA Planning Permission until two years after the end of the Construction Period
- ii. Fifty Thousand Pounds (£50,000) (Index Linked) payable annually on the anniversary of the last payment payable pursuant to paragraph 12.1(i). above for the remainder of the Post Construction and Operational Periods

### **13. Security**

13.1 Not to carry out the Commencement of Construction until the Security Arrangements have been put in place to the reasonable satisfaction of NYMNPA which shall include the appointment of the Independent Surveyor pursuant to paragraph 3 of Schedule 2

13.2 Not at any time to carry out or continue with the Development without complying with the Security Arrangements

## **PART 2**

YPL covenants with NYMNPA to observe and perform the following obligations:

### **14. Monitoring Contribution**

14.1 To pay the Monitoring Contribution (Initial) of One Hundred and Fifty Thousand Pounds (£150,000) (Index Linked) to NYMNPA within 28 days of the issue of the NYMNPA Planning Permission, for the

purposes of monitoring compliance with this Agreement and the requirements of the NYMNP Planning Permission including the development of and approval of plans and schemes associated with its conditions

## SCHEDULE 2

### Security Arrangements

#### General

1. For the purposes of this schedule, the security arrangements:
  - 1.1 will provide security to cover the reasonable costs (including legal, administrative costs (both external and internal), consultants', engineers', other professional fees, contract fees or other associated costs or expenses) of the Default Reinstatement Works on the Surface Development Land at DNF and the Intermediate Shaft Site (Lady Cross), termed "Reinstatement Security";
  - 1.2 will provide security for the Principal Contributions, and NYCC Payments, termed "Payment Security"; and
  - 1.3 includes the NYCC Security

#### Type of Security

2. The Reinstatement Security, Payment Security and NYCC Security will be provided by or administered by an Approved Provider with Investment Grade Rating and will be in the form of a bond, guarantee, surety (or similar instrument) or comprise the deposit of monies into an Escrow Account and which will be on terms agreed by NYMNPA to the effect that upon the occurrence of a Default Event NYMNPA (or its nominee) may call on the funds secured by Reinstatement Security, Payment Security and NYCC Security

#### Independent Surveyor

3. NYMNPA and YPL shall jointly appoint an appropriately experienced independent surveyor to perform the role set out in this Schedule and in the absence of agreement on the appointment of such surveyor the appointment will be referred to the President of the Royal Institution of Chartered Surveyors or the President or equivalent officer of another appropriate body who shall nominate the person to be appointed

## Reinstatement Security

4. Prior to the Commencement of Construction, the Reinstatement Security will be provided to cover the reasonably and properly anticipated costs of the Default Reinstatement Works as provided for below from the Commencement of Construction until the end of the Operational Period
5. The Reinstatement Security provided in respect of the Default Reinstatement Works prior to Commencement of Construction will secure a sum equal to an assessment of the costs of the Default Reinstatement Works on the basis of the construction work programmed to take place on the Surface Sites throughout the 12 month period following Commencement of Construction having been completed such sum to be assessed by the Independent Surveyor
6. The amount of Reinstatement Security for the Default Reinstatement Works will be reviewed following the Commencement of Construction by the Independent Surveyor as provided for in paragraphs 7, 8 and 9 below
7. Prior to each Review Date the Independent Surveyor will identify the amount to be secured under the Reinstatement Security which shall have regard to the following :
  - 7.1 the surface works already undertaken at the Surface Sites at the time of assessment;
  - 7.2 the surface works programmed to be undertaken at the Surface Sites up to the Review Date concerned; and
  - 7.3 the surface works that are programmed to be undertaken on the Surface Sites during the 12 month period following the Review Date concerned
8. Prior to each the Review Date the Independent Surveyor shall advise YPL and NYMNPAA of the amount of the Reinstatement Security calculated in respect of that Review Date according to paragraph 7 above and YPL shall provide Reinstatement Security for that amount prior to the Review Date concerned

9. Subject to paragraph 10 below the amount of Reinstatement Security from the end of the Construction Period to the end of the Operational Period will be calculated on each anniversary of the last Review Date to cover the cost of undertaking the Default Reinstatement Works at the Surface Sites as assessed by the Independent Surveyor on the first anniversary of the last Review Date, and adjusted by the application of the Index from the first anniversary of the last Review Date to the relevant anniversary of the Review Date
10. In the event that either NYMNPA or YPL can reasonably demonstrate that there is good reason why the sum identified in paragraph 9 above will result in either insufficient security for the Default Reinstatement Works concerned or would result in an excessive amount of security to cover the Default Reinstatement Works concerned then the Independent Surveyor will be jointly appointed YPL and NYMNPA to carry out a review of the sum identified as a result of paragraph 9 and if the Independent Surveyor feels that the said sum is insufficient or is excessive then the Independent Surveyor shall identify the alternative sum of money to be secured and that figure will be substituted for the figure in paragraph 9 and thereafter that figure shall be substituted for any figure calculated in accordance with paragraph 9
11. The review pursuant to paragraph 10, of the figure to be secured pursuant to paragraph 9, may not be carried out more than once per annum
12. NYMNPA may at any time demand from the Owners, on 7 days' prior notice, written evidence of the amount of the Reinstatement Security, to ensure that the Reinstatement Security provides sufficient funds for the Default Reinstatement Works and that the Reinstatement Security is protected from lower priority debtors in the event of a Default Event

#### Reinstatement Requirements and Default Events

13. On a Default Event occurring NYMNPA will be entitled to call on the Reinstatement Security and carry out the Default Reinstatement Works thereby secured save that before doing so NYMNPA must give YPL a reasonable opportunity to carry out the Default Reinstatement



Works at their own cost (unless the Default Event concerned is the insolvency of YPL, at which time NYMNPA may immediately call upon the Reinstatement Security and undertake the Default Reinstatement Works themselves).

14. If YPL do not properly or completely carry out Default Reinstatement Works having elected to do so, NYMNPA may in their absolute discretion call on the Reinstatement Security and undertake the Default Reinstatement Works themselves
15. Should the entire sums secured by the Reinstatement Security be fully utilised by NYMPNA in accordance with paragraphs 13 or 14 above, the Reinstatement Security shall be released and shall no longer need to be maintained by YPL
16. In the event of there being either a default under the Security Arrangements resulting in NYMNPA calling on the Reinstatement Security, or a failure by YPL to properly and completely carry out Default Reinstatement Works having elected to do so, then NYMNPA (or its nominee) is hereby granted licence by the Owners to enter onto Lady Cross or DNF as the case may be or any parts thereof to carry out the Default Reinstatement Works

#### Payment Security

17. Prior to the Commencement of Construction YPL and on a rolling basis until the end of the Post Construction Period will deposit monies into the Escrow Account and shall at all times maintain a balance in the Escrow Account at level which is sufficient to pay all the Principal Contributions and NYCC Payments due to be paid in the following 10 year period
18. In the event that the Principal Contributions or NYCC Payments due to be paid to NYMNPA and NYCC Payments pursuant to the obligations contained this Agreement or due to be paid pursuant to the NYCC Agreement are not paid by YPL by the due date then NYMNPA will be entitled to draw down a sum equivalent to the monies which have not been paid by their due date from the Escrow Account

19. Should NYMNPA draw down any sums in accordance with paragraph 18 above, YPL will forthwith replenish the Payment Security within the Escrow Account until the end of the Post Construction Period to ensure that the sums required to be secured in accordance with paragraph 17 are maintained at those levels
  
20. NYMNPA may at any time demand from YPL, on 7 days' prior notice, written evidence of the amount of the Payment Security

### SCHEDULE 3

The NYMNPAs covenants with the Owners as follows:

1. To use reasonable endeavours to serve Core Policy D Notices and/or Landscape and Ecology Notices on the Owners as envisaged by paragraphs 2 and 3 of Schedule 1
2. To approve the form, content and type of the Security Arrangements within 56 days of receipt of details of those Security Arrangements from YPL
3. To apply the Landscape and Ecology Compensation Contribution towards addressing and/or compensating for any residual impacts of the Development on landscape, tranquillity, special qualities or ecology (including any relevant administration and/or facilitation associated with these matters) in line with the relevant Management Plan Policies set out in Schedule 4 for purposes as specified in any Landscape and Ecology Notices issued
4. To apply the Core Policy D Contribution towards the following:
  - 4.1 the planting of mixed deciduous woodland within the North York Moors National Park in accordance with the strategy set out in figure 2 of the Management Plan (or in accordance with the strategy in future Management Plans) which will ensure that:
    - i. 220 hectares of trees in total are planted within the first five years of the Construction Period; and
    - ii. 219 hectares of trees are planted on average within each 3-year rolling period during:
      - a) any part of the Construction Period which falls after the fifth anniversary of the Commencement of Construction; and
      - b) the Post Construction and Operational Periods; and
  - 4.2 any scheme administration and facilitation and/or tree planting

management and maintenance costs associated with the matters governed by this paragraph 4

and in each case for the specific purposes specified in any Core Policy D Notices issued

5. To pay each of payments comprised in the Welcome to Yorkshire Tourism Contribution to Welcome to Yorkshire for the promotion of the North York Moors within 28 days of receipt of such contribution provided that a service level agreement has first been entered into in advance between the NYMNPA and Welcome to Yorkshire governing the use of that contribution. Should the NYMNPA and Welcome to Yorkshire be unable to agree a service level agreement in this respect, the Welcome to Yorkshire Tourism Contribution will instead be applied by the NYMNPA for the overall promotion of the North York Moors
6. To apply the NYMNPA Tourism Contribution for the funding of activities by the NYMNPA for the marketing and promotion of the North York Moors and for no other purposes whatsoever
7. To apply the Local Businesses Tourism Contribution for the purpose of assisting local businesses related to tourism and for no other purposes whatsoever
8. To pay the VisitEngland Tourism Contribution to VisitEngland for the purposes of the promotion of the North York Moors as a tourism destination either within 28 days of receipt thereof, or on confirmation from VisitEngland that they will repay the contribution to NYMNPA in the event of not utilising the monies for the purpose for which they are paid within twelve months of their receipt, whichever is the later
9. To pay the VisitBritain Contribution to VisitBritain for the purposes of the promotion of the North York Moors as a tourism destination either within 28 days of receipt thereof, or on confirmation from VisitBritain that they will repay the contribution to NYMNPA in the event of not utilising the monies for the purpose for which they are paid within twelve months of their receipt, whichever is the later
10. To apply the Signage Tourism Contribution for the provision of

directional brown signs giving advance notice of the North York Moors National Park when approaching from trunk roads including the A1, A1(M) A19 A64 and such other roads as agreed between YPL and NYMNP and for no other purpose whatsoever

11. To pay the Whitby (SBC) Tourism Contribution to Scarborough Borough Council for the purposes of the promotion of Whitby as a tourism destination either within 28 days of receipt thereof, or on confirmation from Scarborough Borough Council that they will repay the contribution to NYMNP in the event of not utilising the monies for the purpose for which they are paid within twelve months of their receipt, whichever is the later
12. To pay the SBC Local Opportunities Contribution to Scarborough Borough Council for the purposes of identifying and preparing local people for opportunities during the construction and operation of the Development either within 28 days of receipt thereof, or on confirmation from Scarborough Borough Council that they will repay the contribution to NYMNP in the event of not utilising the monies for the purpose for which they are paid within twelve months of their receipt, whichever is the later
13. To apply the Archaeological Data Contribution towards the incorporation of project data into existing archaeological records and for no other purpose whatsoever
14. To apply the Geological Data Contribution towards the incorporation of project data into existing ecological records and for no other purpose whatsoever
15. To participate in the Liaison Group Forum
16. To pay the contribution associated with policing costs relating to the Development to North Yorkshire Police
17. To use the Noise Mitigation Contribution solely for the purposes of mitigating noise from the Surface Sites as stated in the Noise Mitigation Notices issued
18. To use the Monitoring Contribution for the purposes of ensuring

compliance with this Agreement and the requirements of the NYMNPA Planning Permission including the development and approval of plans and schemes associated with its conditions

19. To use reasonable endeavours to ensure that the staff employed as a result of payment of the Monitoring Contribution (Initial) or Monitoring Contribution (Ongoing) achieve compliance with the Performance Standards when dealing with the subject matter of this Agreement and the NYMNPA Planning Permission but without fettering the discretion of NYMNPA or its staff in discharging any of their statutory obligations
20. If any of the monies paid to NYMNPA pursuant to the obligations in Schedule 1, and which are to be spent by NYMNPA rather than any other party, remain unspent at the expiration of thirty six months from the date of each payment, NYMNPA shall repay those monies to YPL (including any interest accrued) within two months of the expiry of the aforesaid thirty six month period in respect of each payment and in respect of which period time shall be of the essence
21. To provide Certified Transaction Reports in respect of the expenditure of all monies paid pursuant to each of the obligations in this Agreement, and of any unspent monies pursuant to paragraph 18 above, to YPL which details shall
  - (i) enable YPL to ascertain in respect of each payment made to NYMNPA pursuant to the obligations in this Agreement whether the monies comprised within that payment have been expended within the 36 month period referred to in paragraph 20 above; and
  - (ii) be provided within three months following receipt of a request for the same from YPL provided that no more than 4 requests shall be made in any calendar year



## SCHEDULE 4

### 1. Management Plan Policies

- 1.1 targeted landscape improvements (Policy E1);
- 1.2 traditional building skills apprenticeship scheme for reinstatement of traditional farmed landscape and wider conservation of traditional farmed landscapes (Policies E2 and E9);
- 1.3 Conservation and enhancement of archaeological and built heritage features (Policies E5, E7 and E8);
- 1.4 Agri-environment schemes to create additional areas for species rich grasslands (Policy E12);
- 1.5 protection and expansion of tranquil areas (Policies E19 and E20);
- 1.6 woodland enhancements (Policies E36, E37, E38, E39, E40 and E41);
- 1.7 maintenance and improvement of public rights of way and promotion of use (Policies U2 and U7);
- 1.8 promotion of good farming and environmental practices and traditional farming skills (Policies B10 and B11);
- 1.9 improvements to habitat connectivity and wildlife management (Policies E10, E11, E13, E14 and E15);
- 1.10 measures to protect the following special qualities of the North York Moors National Park set out below:
  - Special Quality 1 - diversity of landscape;
  - Special Quality 3 - forest and woodland;
  - Special Quality 6 - mix of habitats;
  - Special Quality 8 - long imprint of human activity;
  - Special Quality 9 - rich diverse countryside for recreation;
  - Special Quality 10 - strong religious past and present;
  - Special Quality 11 - strong feeling of remoteness; and
  - Special Quality 12 - tranquillity and dark night skies and clean air

**SCHEDULE 5**

NOTICE

Pursuant to paragraph [ **insert relevant paragraph** ] of Schedule 1 of the agreement under S106 of the Town and Country Planning Act 1990 made between North York Moors National Park and York Potash Limited and others ("the Agreement") dated [ **insert date of the s.106 Agreement** ] NYMNPA hereby gives YPL written notice that it requires to be paid the sum of [ **insert sum and name of relevant contribution** ] to be applied to the purposes set out in the Schedule below in accordance with paragraph [ **insert relevant paragraph** ] of Schedule 1 and paragraph [ **insert relevant paragraph** ] of Schedule 3 of the Agreement

**SCHEDULE**

[ **Insert specific details of contribution and items to which the money being requested is to be applied** ]

Dated [ ] of [ ]

.....  
Signed on behalf of NYMNPA

## SCHEDULE 6

### Tourism Impact Review

1. NYMNP and YPL are agreed that throughout the Construction Period and Post Construction Period there will be an annual review of the impacts on tourism which arise as a result of the construction of the Development.
2. Such a review will enable an understanding of whether impacts on the visitor economy (of the National Park and its influence area) occur despite application of the s.106 contributions and the extent to which these impacts are due to the Development.
3. YPL and NYMNP will jointly appoint an appropriately experienced consultant to undertake a comprehensive independent research and data gathering function during the Construction Period and Post Construction Period to actively assess tourism data and carry out visitor surveys as described in the following paragraphs. In the event of YPL and NYMNP being unable to agree a suitable consultant to carry out the review, the matter will be referred to a senior officer of VisitEngland (or its successor tourism body) unless such referral is disputed in which case the appointment shall be determined by following the procedure in clause 2.9 of this Agreement.
4. The Tourism Impact Review will be funded by YPL subject to the maximum contribution provided for in paragraph 4.6 of Schedule 1.
5. The Tourism Impact Review will include:
  - 5.1 Assessment utilising the Scarborough Tourism Economic Activity Monitor involving an enhanced annual assessment including an annual occupancy survey across the National Park and its surrounding area of influence;
  - 5.2 Ongoing visitors' surveys across the National Park and its surrounding area of influence;
  - 5.3 An annual evaluation of macro factors influencing the tourism economy in the National Park; and

- 5.4 An annual assessment of the impact of the Development on the tourism economy of the National Park.
6. The Tourism Impact Review will, utilising these mechanisms and any others recommended by the appointed consultant, seek to establish as accurately as possible the causality of any variations in the tourism economy of the National Park and in particular the extent to which those variations are due to the construction of the Development
7. In the event that the work carried out by the appointed consultant identifies any adverse impact on the visitor economy which in their opinion is due to the Development and which persists despite the application of the Tourism Contributions and any other mitigation, then the NYMNP Tourism Contribution to be paid by YPL pursuant to paragraphs 4.3 and 4.4 of Schedule 1 will be increased in the sum of £1 additional payment for every £20 of identified impact which is due to the Development and not mitigated

## SCHEDULE 7

### Operating Framework

1. The Liaison Group Forum shall meet quarterly or as may otherwise be agreed from time to time between YPL and NYMNPA
2. YPL shall send written (which shall include by email) invitations together with an agenda and details of venue to the Liaison Group not less than 14 days in advance of each proposed meeting
3. A representative of YPL shall chair the Liaison Group Forum
4. The Liaison Group Forum shall not spend time reconsidering or challenging matters established or agreed by the grant of the Planning Permissions or by this Agreement and any matters that remain private and confidential for reasons of safety and security shall only be discussed outside of the Liaison Group Forum between officers of YPL and NYMNPA
5. Following each meeting YPL shall circulate to each member of the proceeding meeting the draft minutes of the meeting and a schedule to monitor compliance with this Agreement and the conditions attached to the NYMNPA Planning Permission
6. The Liaison Group Forum shall operate until the end of the Post Construction Period

## SCHEDULE 8

### NYMNPAs Performance Standards

<b>Activity</b>	<b>Purpose/Objective</b>	<b>Frequency/Scope of Service</b>
<b>1. Meetings</b>	To discuss the planning obligations (including the timing and payment of contributions), and other matters related to the Project.	Monthly meetings (unless otherwise agreed in writing)
<b>2. Written Correspondence</b>	To record any agreement reached on details and to respond to written communications from YPL.	NYMNPAs to provide written minutes of any meeting attended with YPL within 7 working days of the meeting taking place. Also, to use reasonable endeavours to respond in full to written communications from YPL within 7 working days of receipt of such communication.
<b>3. Phone Communication</b>	To ensure that YPL has direct and dedicated officer support.	Phone service to be provided on a daily basis, as required.
<b>4. Implementation of the NYMNPAs Planning Permission</b>	NYMNPAs to take all steps reasonably required to facilitate the efficient implementation of the NYMNPAs Planning Permission provided this does not fetter the discretion of NYMNPAs.	At all times until the end of the Post Construction Period



IN WITNESS whereof the parties hereto have executed as a Deed on the date first above written

THE COMMON SEAL OF THE NORTH )  
YORK MOORS NATIONAL PARK )  
AUTHORITY was hereunto affixed )  
in the presence of: - )



Authorised Signatory [Redacted]

ANDREW NORLEY WILSON

SIGNED AS A DEED on behalf of )  
YORK POTASH LIMITED by two directors )  
or one director and its company secretary )

Director [Redacted]  
Director/Secretary [Redacted]

SIGNED AS A DEED on behalf of )  
BARCLAYS BANK PLC by:- )

BARRY PAUL BENTON [Redacted]  
Authorised Signatory

SIGNED AS A DEED on behalf of )  
VICTORIA FARM GARDEN CENTRE )  
LIMITED by two directors or one director )  
and its company secretary )

Director

Director/Secretary

EXECUTED AS A DEED by )  
**MARGARET ANN PARKER** in the )  
presence of: )

Dr. Margaret McKelvie  
Parkdown, Knaggy House  
Lane, Sneaton YO22 5HZ

EXECUTED AS A DEED by )  
**MICHAEL LESLIE PARKER** in the )  
presence of: )

Dr. Margaret McKelvie  
Parkdown, Knaggy House  
Lane, Sneaton YO22 5HZ

EXECUTED AS A DEED by **JANE** )  
**ANNABEL ADAMSKI** in the presence of: )

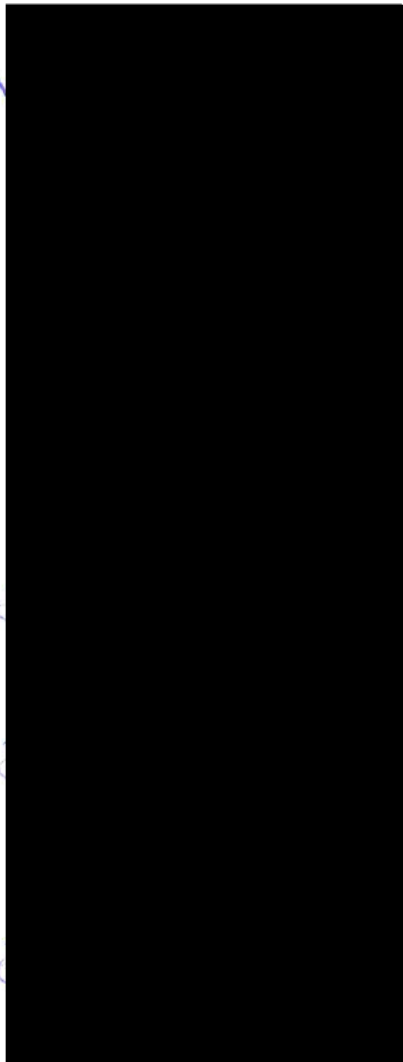
Don Watt  
6 West Lane, Darby  
North Yorkshire YO21 2LY

EXECUTED AS A DEED by **ALISTAIR** )  
**PAUL JACKSON** in the presence of: )

Don Watt  
6 West Lane, Darby,  
North Yorkshire YO21 2LY

EXECUTED AS A DEED by **FIONA** )  
**GILLIAN CLACHERTY** in the presence )  
of: )

Don Watt  
6 West Lane, Darby  
North Yorkshire YO21 2LY



**Town and Country Planning Act 1990  
North York Moors National Park Authority**

**Notice of Decision of Planning Authority on Application for  
Permission to Carry out Development**

To: York Potash Ltd  
c/o Nathaniel Lichfield & Partners  
fao: Justin Gartland  
5th Floor  
15 St Pauls Street  
Leeds  
LS1 2JG

**COPY**

The above named Authority being the Planning Authority for the purposes of your application validated 30 September 2014, in respect of proposed development for the purposes of the **winning and working of polyhalite by underground methods including the construction of a minehead at Dove's Nest Farm involving access, maintenance and ventilation shafts, the landforming of associated spoil, the construction of buildings, access roads, car parking and helicopter landing site, attenuation ponds, landscaping, restoration and aftercare and associated works. In addition, the construction of an underground tunnel between Doves Nest Farm and land at Wilton that links to the mine below ground, comprising 1 no. shaft at Doves Nest Farm, 3 no. intermediate access shaft sites, each with associated landforming of associated spoil, the construction of buildings, access roads and car parking, landscaping, restoration and aftercare, and the construction of a tunnel portal at Wilton comprising buildings, landforming of spoil and associated works at Dove's Nest Farm & Haxby Plantation, Sneatonthorpe(proposed minehead); underneath 252 sq km of the NYMNPA(winning & working of minerals); a corridor extending underground from the edge of the NP boundary to Wilton International Complex(mineral transport system); Lady Cross Plantation near Egton, Lockwood Beck Farm near Moorsholm, Tocketts Lythe, near Guisborough(intermediate shaft sites); site within the eastern limits of the Wilton International Complex, Teesside(tunnel portal) has considered your said application and has granted permission for the proposed development subject to the following condition(s):**

**Glossary of Terms and Abbreviations**

Term	Meaning
Preparatory Works	Any of the following: <ol style="list-style-type: none"> <li data-bbox="550 1512 1383 1579">i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation</li> <li data-bbox="550 1601 1383 1646">ii. archaeological investigations</li> <li data-bbox="550 1668 1383 1736">iii. any works of demolition or site clearance (but not including soil stripping other than that in iv below)</li> </ol>

Continued/Glossary of Terms  
and Abbreviations

Mr C M France  
Director of Planning

**COPY**

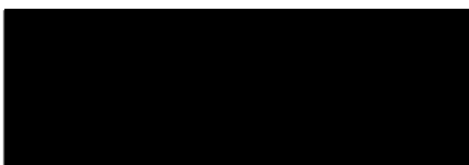
Date 19 OCT 2015

Glossary of Terms and Abbreviations (Continued)

COPY

	<ul style="list-style-type: none"> <li>iv. minor soil stripping for the purposes of the creation of the temporary access and lay down areas and preparation of drill pads</li> <li>v. any structural planting or landscaping works</li> <li>vi. ecological or nature conservation works associated with the Development</li> <li>vii. construction of boundary fencing or hoardings</li> <li>viii. construction of access or highway works (including related drainage works)</li> <li>ix. any other works agreed in writing with the Mineral Planning Authority (MPA) as Preparatory Works</li> </ul>
Mineral Transport System (MTS)	Means the method of conveyance of excavated mineral from the Mine at Doves Nest Farm to the Mineral Handling Facility at Wilton, Teesside, by sub-surface tunnel on mechanical conveyor system.
Commencement of Development	Means the commencement of any development pursuant to the permission excluding Preparatory Works.
Date of Production	Means the date at which polyhalite is placed on the conveyor within the MTS on a continuous production basis other than that polyhalite resulting from the construction of the chambers at the base of the shaft which are required to contain equipment and operations needed in support of subsequent ongoing mining operations.
Doves Nest Farm / DNF Doves Nest Farm site	Means all land shown edged in red on the 'Doves Nest Farm Existing Site Plan'. Ref Drawing No. 653-AP-0002 Rev 2
Lady Cross Plantation / LCP Lady Cross Plantation site	Means all land shown edged in red on the 'Lady Cross Plantation Existing Site Plan' Ref Drawing No 653-LC-AP-0201 Rev 2
Permanent Above Ground Structures	Means all above ground structures shown on the 'Doves Nest Farm Proposed Site and Block Plan' (Drawing No. 653-AP-0005 Rev 1) or the Lady Cross Plantation Proposed Site Plan (Drawing No. 653-LC-AP-0203 Rev 2) but excluding spoil mounds and bunds
Prior to the Commencement of Operation	Before the Date of Production – defined above.

Continued/Glossary of Terms and Abbreviations



Mr C M France  
Director of Planning

COPY 8

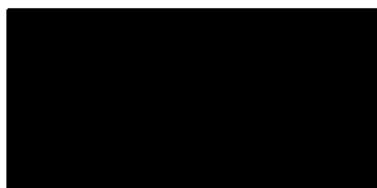
19 OCT 2015  
Date .....

**COPY**

Glossary of Terms and Abbreviations (Continued)

Mineral Extraction	The below ground working of polyhalite
Mine Development Plan	A document identifying the broad areas of the surface (kilometre grid squares from OS grid) above which mineral extraction is expected to occur in the subsequent 12 months such other basic information as the depth at which Mineral Extraction is to occur and a broad explanation of the techniques of mining so that the public may be aware of the nature of the mining expected from year to year.
Neighbouring Mineral Planning Permission	The area of NYMNPA planning permission R0030043B related to the neighbouring mine. This may be viewed at  <a href="http://www.northyorkmoors.org.uk/planning/planning-applications/application-search-map?&amp;inspect_query=appno&amp;inspect_value=R0030043B&amp;drill_down=true&amp;scale=2048&amp;show_layers=appno&amp;hide_layers=Appeals&amp;show_viewfinder=true&amp;x=873794&amp;y=629016">http://www.northyorkmoors.org.uk/planning/planning-applications/application-search-map?&amp;inspect_query=appno&amp;inspect_value=R0030043B&amp;drill_down=true&amp;scale=2048&amp;show_layers=appno&amp;hide_layers=Appeals&amp;show_viewfinder=true&amp;x=873794&amp;y=629016</a>
Neighbouring Gasfields	The area of the gasfields subject to DECC Licences PL77 and PEDL120. These may be viewed at  <a href="https://decc-edu.maps.arcgis.com/apps/webappviewer/index.html?id=29c31fa4b00248418e545d222e57ddaa">https://decc-edu.maps.arcgis.com/apps/webappviewer/index.html?id=29c31fa4b00248418e545d222e57ddaa</a>
Mining Exclusion Zone	An area around RAF Fylingdales in which no mining is permitted as shown on SRK Consulting Drawing U5295 (May 2013). The exclusion zone may change reflecting actual monitoring data about underground mining including if monitoring data indicates the Angle of Draw associated with mining exceeds 60 degrees.
Vibration Sensitive Buildings and Infrastructure	Any building or structure or any service infrastructure such as roads, pipes, cables, mains etc. at which vibration above the levels referred to in conditions 29 and 30 might cause damage to the fabric of buildings or structures or might adversely affect the utility of the building e.g. if it is an office, the ability for it to be used as such.

Continued/Glossary of Terms and Abbreviations



**COPY**

Mr C M France  
Director of Planning

19 OCT 2015  
Date .....

COPY

Glossary of Terms and Abbreviations (Continued)

Operator	Any party relying on this planning permission to undertake the development approved by this planning permission.
Angle of Draw	The angle between a vertical line drawn upward to the surface from the edge of underground workings and a diagonal line drawn from the edge of underground workings to the closest point at the surface at which there is no subsidence caused by the underground workings.
<b>Abbreviations</b>	
AOD	Above Ordnance Datum
MOD	Ministry of Defence
MPA	Mineral Planning Authority
NYM	North York Moors
NPA	National Park Authority
NVMP	Noise and Vibration Management Plan
SBC EHO	Scarborough Borough Council Environmental Health Officer

**Explanatory Conditions**

1.	<p>The development hereby permitted shall be commenced prior to the expiration of three years from the date of this permission</p> <p><b>Reason:</b> To comply with the requirements of Section 91 (as amended) of the Town and Country Planning Act 1990.</p>
----	--

Continued/Explanatory Conditions



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

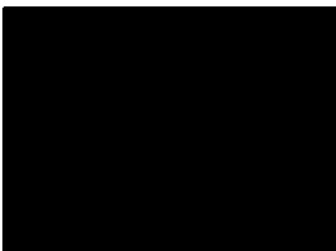


COPY

Explanatory Conditions (Continued)

2.	<p>The permission hereby granted authorises the winning and working of the polyhalite form of Potash mineral and trace minerals intermingled with the polyhalite only, the construction of the mine and ancillary development at Doves Nest Farm and the construction of the Mineral Transport System within the National Park including the construction of the Intermediate shaft at Lady Cross Plantation. The winning and working of mineral shall cease after the expiry of a period of 103 years from the date of this permission.</p> <p><b>Reason:</b> To comply with the requirements of Schedule 5 to the Town and Country Planning Act 1990 and to accord with NYM Core Policy A &amp; E.</p>
3.	<p>The Mineral Planning Authority (MPA) shall be notified in writing of the date of Commencement of Development and the Date of Production both 21 days in advance.</p> <p><b>Reason:</b> To enable the MPA to monitor compliance with the conditions of the planning permission and to accord with the provisions of NYM Core Policy E.</p>
4.	<p>Prior to site Preparatory Works commencing a phasing plan shall be submitted to and agreed by the MPA setting out the proposed sequence of development and any associated temporary operations. The plan shall be updated in agreement with the MPA prior to each phase commencing. The phasing plan shall be adhered to at all times.</p> <p><b>Reason:</b> In the interests of amenity, highway safety and in accordance with NYM Development Policy 1.</p>
5.	<p>The development hereby permitted shall be carried out in complete accordance with the approved plans set out in Schedule 1 attached to this permission.</p> <p><b>Reason:</b> For the avoidance of doubt and to accord with the provisions of NYM Core Policy A.</p>

Continued/Explanatory Conditions



Mr C M France  
Director of Planning

COPY

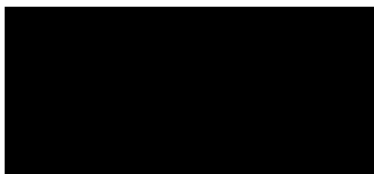
Date ... 19 OCT 2015

COPY

Explanatory Conditions (Continued)

<p>6.</p>	<p>Unless otherwise required by other conditions attached to this planning permission, or otherwise agreed by the MPA in schemes related to the discharge of such other conditions, the Key Mitigation Measures described in the mitigation tables presented in Part 2 Section 17 and Part 3 Section 18 in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015), save for those relating to development outside of the administrative area of the North York Moors National Park Authority, shall be implemented as part of the development hereby approved unless agreed previously in writing by the MPA.</p> <p><b>Reason:</b> To ensure the satisfactory implementation of mitigation measures identified in the Environmental Statement and to ensure compliance with NYM Core Policies A and B and Development Policies 1, 3, 7 and 23.</p>
<p>7.</p>	<p>No polyhalite shall be transported by road from the Doves Nest Farm site or the Lady Cross Plantation site other than during a period of eight months during the sinking of the Doves Nest Farm shaft and before the commissioning of the MTS. During this period polyhalite may only be removed from the Doves Nest Farm site in covered vehicles.</p> <p>Records of the quantity of polyhalite produced during the whole period of construction and operation of the mine and of the means of its transportation from DNF shall be maintained and made available to the MPA on request and no more than 13 million tonnes of polyhalite shall be produced at the mine during any period of twelve consecutive months (a rolling twelve month period). Each year on the anniversary of the Date of Production a report of the quantities of polyhalite produced in each month of the previous five years shall be submitted by the mine Operator to the MPA.</p> <p><b>Reason:</b> To limit the effects of the project on the local roads system, environment, population and businesses. To ensure that the development here permitted complies with the information submitted with the planning application. In order to comply with NYM Core Policy A and Development Policy 1.</p>
<p>8.</p>	<p>No Mineral Extraction shall take place within the areas cross-hatched blue as the 'Villages excluded from Mine Plan' on 'Mine and MTS Planning Boundary' Drawing submitted with the application. Drawing ref Y5154-0102M-CJD1- Revision 2.</p> <p><b>Reason:</b> For the avoidance of doubt and to accord with the provisions of NYM Core Policy A.</p>

Continued/Explanatory Conditions



COPY

Mr C M France  
Director of Planning

19 OCT 2015  
Date .....

COPY

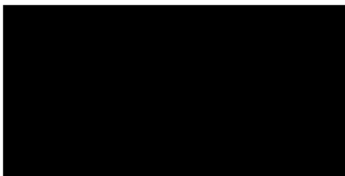
Explanatory Conditions (Continued)

9.	<p>One year from the commencement of production, a plan shall be submitted to the MPA detailing the area that has been worked in the preceding year. Such a plan shall be prepared and submitted every subsequent year for as long as production continues.</p> <p><b>Reason:</b> For the avoidance of doubt and to accord with the provisions of NYM Core Policy A.</p>
10.	<p>The Lady Cross Plantation Shaft constructed to provide access in emergency and for maintenance/ repair purposes shall be used for these purposes only following completion of the construction and the bringing into use of the MTS.</p> <p><b>Reason:</b> For the avoidance of doubt and to comply with NYM Core Policy A.</p>

**Subsidence**

11.	<p>There shall be no Mineral Extraction within the Coastal Buffer until a scheme of extraction has been submitted to and approved by the MPA to demonstrate that there will be no increase in the rate of coastal erosion or increase in flood risk. The Coastal Buffer will be 1.5km (measured on a horizontal plane) of the Mean Low Water Mark as shown on OS Mastermap Topography or any other distance the MPA may determine based on the results of monitoring in the Subsidence Monitoring Strategy. The scheme shall include monitoring and remedial measures. Thereafter any extraction within the Coastal Buffer shall only be undertaken in accordance with the approved Coastal Buffer extraction scheme.</p> <p><b>Reason :</b> To prevent an increase in flood risk or the rate of coastal erosion and to accord with the provisions of NYM Development Policy 1.</p>
-----	---

Continued/Subsidence



COPY

Mr C M France  
Director of Planning

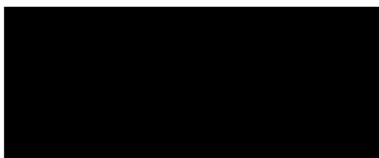
Date 19 OCT 2015

COPY

Subsidence (Continued)

<p>12.</p>	<p>Notification shall be given to the MPA before Mineral Extraction consented by this planning permission takes place within 1.5 km measured on a horizontal plane, or any other distance the MPA may determine based on the results of monitoring in the Subsidence Monitoring Strategy, of a boundary of:</p> <ul style="list-style-type: none"> <li>i. Neighbouring Mineral Planning Permission</li> <li>ii. Neighbouring Gasfields</li> </ul> <p>Prior to Mineral Extraction consented by this planning permission occurring within 1.5km (measured on a horizontal plane), or any other distance the MPA may determine based on the results of monitoring in the Subsidence Monitoring Strategy, of the boundaries of either of the above a scheme of monitoring and remedial measures shall be submitted to the MPA for approval.</p> <p>For the avoidance of doubt this condition does not apply to works associated with the construction of the MTS tunnel.</p> <p><b>Reason:</b> To ensure managed extraction of all workable minerals in the area and to accord with NYM Core Policy E.</p>
<p>13.</p>	<p>An annual Mine Development Plan, including areas likely to be mined within the forthcoming year, shall to be submitted to the MPA together with any updates on monitoring and remedial measures. The first shall be submitted Prior to the Commencement of Operation.</p> <p><b>Reason:</b> For the avoidance of doubt and for MPA to monitor the progress of the development in accordance with the provisions of NYM Core Policy A.</p>
<p>14.</p>	<p>Detailed schemes for monitoring and reporting of subsidence associated with mining operations which might affect RAF Fylingdales shall be submitted to and approved in writing by the MPA in consultation with the Ministry of Defence (MOD) and the Environment Agency in advance of the commencement of any significant new underground developments such as the construction of shafts and tunnels or new underground chambers or the commencement of Mineral Extraction in new areas or directions. The first such approved scheme shall be implemented before the commencement of shaft sinking.</p> <p><b>Reason:</b> To protect the assets at RAF Fylingdales for National Defence purposes and in the interests of public amenity and to accord with the provisions of NYM Development Policy 1 and to inform the consideration of methods of extraction and mitigate the impacts of subsidence on; flood risk, water resources, coastal erosion, ecology and heritage assets.</p>

Continued/Subsidence



COPY

Mr C M France  
Director of Planning

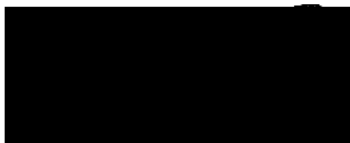
Date 19 OCT 2015

COPY

Subsidence (Continued)

<p>15.</p>	<p>No Mineral Extraction shall commence until a Subsidence Monitoring Strategy (SMS) to identify subsidence caused by the mine workings here approved has been submitted to and approved in writing by the MPA. The Strategy shall include:</p> <ul style="list-style-type: none"> <li>• Monitoring locations which shall include any affected watercourses, floodplains, flood defences, gauging station, source protection zones, and the coastal zone;</li> <li>• A methodology for monitoring;</li> <li>• Details of any infrastructure needed to facilitate monitoring;</li> <li>• A timetable for implementing the monitoring strategy, including the construction of any monitoring infrastructure.</li> </ul> <p>The approved Subsidence Monitoring Strategy shall thereafter be implemented, with the results and an explanatory report submitted to the Mineral Planning Authority no less frequently than once every quarter. If the subsidence monitoring detects that subsidence has occurred, the Mineral Planning Authority shall be notified. If the level of subsidence is such that it might cause such damage to buildings, infrastructure, drainage or flood defences that might compromise their function any Mineral Extraction within 1.5 km of the subsidence measured on a horizontal plane shall cease as soon as possible and within no more than one month of the monitoring taking place. No more than eight weeks after subsidence is detected a Subsidence Remediation Strategy shall be submitted to and approved in writing by the Mineral Planning Authority. The Subsidence Remediation Strategy shall include:</p> <ul style="list-style-type: none"> <li>• A comprehensive investigation into the extent of subsidence which has occurred;</li> <li>• An assessment of the impacts the subsidence has caused;</li> <li>• Measures to mitigate the subsidence impacts identified;</li> <li>• Proposals to revise the Mineral Extraction methodology to ensure no further subsidence occurs;</li> <li>• Proposals for more detailed subsidence monitoring in the area affected by subsidence.</li> </ul> <p>Mineral Extraction ceased further to this condition shall only recommence if it can be proven that subsidence was not caused by the mining operations here approved or:</p> <ul style="list-style-type: none"> <li>• Once the remedial measures set out in the approved Subsidence Remediation Strategy have been implemented;</li> <li>• In accordance with the revised extraction methodology set out in the approved Subsidence Remediation Strategy;</li> <li>• Subject to the detailed subsidence monitoring set out in the approved Subsidence Remediation Strategy.</li> </ul> <p><b>Reason:</b> To ensure that Mineral Extraction ceases if potentially damaging subsidence is being caused and to fully accord with NYM Development Policy 1. To ensure resultant effects are fully investigated and mitigated.</p>
------------	---

Continued/Subsidence



COPY

COPY

Subsidence (Continued)

<p>16.</p>	<p>If any subsidence is identified within the Mining Exclusion Zone as shown on SRK Consulting Drawing U5295 (May 2013) then the MPA and the MOD shall be notified as soon as possible and within no more than one month of the date of identification. If the subsidence is within 1.5km (measured on a horizontal plane) of areas of active Mineral Extraction then the extraction in those areas shall cease until the cause is identified. If subsidence is proven to be as a consequence of the Operator's mine workings then a subsidence remediation scheme shall be submitted in writing for approval by the MPA, in consultation and agreement with the MOD, no more than eight weeks after the subsidence was identified. The subsidence remediation scheme shall be implemented as approved before extraction recommences in those areas.</p> <p><b>Reason:</b> To protect the assets at RAF Fylingdales for National Defence purposes and in the interests of public amenity and to accord with the provisions of NYM Development Policy 1.</p>
<p>17.</p>	<p>No Mineral Extraction shall take place within the Mining Exclusion Zone as shown on SRK Consulting Drawing U5295 (May 2013). Notification shall be made to the MPA and the MOD when workings are within 1.5Km (measured on a horizontal plane) of the Mining Exclusion Zone. The Mining Exclusion Zone shall be increased accordingly if the Angle of Draw is demonstrated to be greater than 60 degrees.</p> <p><b>Reason:</b> To protect the assets at RAF Fylingdales for National Defence purposes and in the interests of public amenity and to accord with the provisions of NYM Development Policy 1.</p>

Noise

<p>18.</p>	<p>Prior to the commencement of the development at Dove's Nest Farm or Lady Cross Plantation, a Noise and Vibration Management Plan (NVMP) for the control, mitigation and monitoring of noise and vibration for both construction and operational phases at the two sites shall be submitted to and approved in writing by the MPA in consultation with the SBC EHO. The scheme shall set out the following:</p> <ul style="list-style-type: none"> <li>• Noise-sensitive receptors for which predictions shall be made and at which the noise and vibration limits shall apply and which shall include recreational receptors.</li> <li>• Predicted noise levels at the noise-sensitive receptors from noise and vibration generated at the DNF and LCP sites for the key construction phases during the forthcoming year including any periods in which the higher daytime limit of 70 dB L<sub>Aeq</sub> shall apply (permitted 56 days for temporary works to create noise-reducing bunds and/or barriers as per Conditions 20 and 22).</li> </ul>
------------	---

Continued/Noise (Condition 18)



COPY

Mr C M France  
Director of Planning

Date ... 19 OCT 2015



COPY

Condition 18 (Continued)

- The best practicable means which will be used to control noise and vibration levels on site including such measures proposed in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015). Such measures shall include, but are not limited to: the use of the quietest available plant, equipment and techniques; the regular maintenance and inspection of such plant and equipment; the use of cladding, attenuators and barriers to reduce noise levels from noisy plant and operations; the specification of appropriate reversing alarms to minimise annoyance; and, measures to reduce vibration and air overpressure during blasting.
- Details of the noise and vibration monitoring system to be installed around the DNF and LCP sites to continuously log noise levels during construction and operation. The NVMP shall recommend the number and location of noise monitors installed around the boundaries of the Dove's Nest Farm and Lady Cross Plantation sites during different phases of construction and operation and shall include at least four monitors at key residential receptors near the Dove's Nest site and at least three monitors at key residential receptors near the Lady Cross Plantation site. The precise number and location of noise monitors shall be set out in the NVMP. The developer shall use reasonable endeavours to obtain access to the residential receptor properties for the installation of noise monitors and only if access cannot be obtained the number or location of noise monitors may be reduced. The MPA and the SBC EHO and/or their advisers shall be granted access to inspect the noise and vibration data whenever required, records of the data should be kept for a reasonable period and these records should be accessible by the public.
- Details of the procedure to be followed in the event that the noise predictions detailed in the NVMP or the noise limits detailed in conditions 20 to 23 are exceeded. Such procedures shall require the investigation of the reasons for the breach of the limits and the cessation of the activity causing the breach until such a time as additional mitigation can be provided.
- Details of how the residents will be informed and consulted about the site operations and progress, particularly in regard to blasting and especially noisy operations including details of complaints logging and management procedures and a 24-hour telephone incident hotline. Details of the procedure for investigating complaints and informing complainants of the results of such investigations and of any actions resulting from them.

Continued/Noise (Condition 18)



COPY

Mr C M France  
Director of Planning

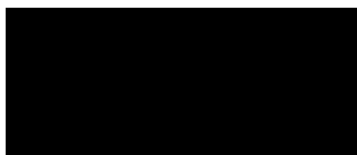
Date 19 OCT 2015

COPY

Condition 18 (Continued)

	<ul style="list-style-type: none"> <li>The NVMP shall be adhered to at all times unless agreed previously in writing by the MPA.</li> </ul> <p>The NVMP shall be updated and agreed whenever appropriate to reflect changes in the programme during construction and operation and at intervals not less than six months after the initial start on site and thereafter annually.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
19.	<p>Mobile earth-moving plant shall not be used between the hours of 19.00 to 07.00 unless otherwise agreed in advance with the MPA in consultation with the SBC EHO and any such operations shall accord with the Noise and Vibration Management Plan and other planning conditions relating to noise.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
20.	<p>Day-time (07.00 hrs to 19.00 hrs) noise levels <math>L_{Aeq\ 1hr}</math> from mine construction at the Dove's Nest site, excluding blasting operations, shall not exceed 55 dB <math>L_{Aeq\ 1hr}</math> and for short-term, construction activities solely relating to the demolition of existing buildings and erection of new structures excluding earth mound and bunds shall not exceed 65dB <math>L_{Aeq\ 1hr}</math>. An upper limit of 70 dB <math>L_{Aeq\ 1hr}</math> for the purposes of temporary noisy operations to provide noise-reducing earth bunds and / or barriers may be permitted for up to 56 days in any calendar year provided such temporary operations are specified and agreed in the NVMP described in Condition 18. Each calendar day when the higher temporary noise level is exceeded shall be counted as one day. Noise levels shall be measured in accordance with BS 4142: 2014 and the limits apply at the curtilage boundary of residential properties and at the following recreational receptors: Falling Foss tea room, Lound House Camp / Caravan site, Sneaton Foss Lane Caravan site and at any location on the Wainwright Coast to Coast walk footpath as illustrated in drawing number PB1110-P2-7-002 which is Figure 7.2 of Part 2 of the York Potash Project Mine, MTS and MHF Environmental Statement dated September 2014.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>

Continued/Noise



COPY

Mr C M France  
Director of Planning

Date ... 19 OCT 2015

COPY

Noise (Continued)

<p>21.</p>	<p>Evening (19.00 hrs to 22.00 hrs) and night-time (22.00 hrs to 07.00 hrs) noise levels <math>L_{Aeq\ 1hr}</math> from mine construction at the Dove's Nest site, excluding blasting operations, shall not exceed 42 dB <math>L_{Aeq\ 1hr}</math>. Noise levels shall be measured in accordance with BS 4142: 2014 and the limits apply at the curtilage boundary of residential properties and at the following recreational receptors: Lound House Camp / Caravan site and Sneaton Caravan site.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
<p>22.</p>	<p>Day-time (07.00 hrs to 19.00 hrs) noise levels <math>L_{Aeq\ 1hr}</math> from mine construction at the Lady Cross Plantation site, excluding blasting operations, shall not exceed 55 dB <math>L_{Aeq\ 1hr}</math> and for short-term, construction activities solely relating to the demolition of existing buildings and erection of new structures excluding earth mound and bunds shall not exceed 65dB <math>L_{Aeq\ 1hr}</math>. An upper limit of 70 dB <math>L_{Aeq\ 1hr}</math> for the purposes of temporary noisy operations to provide noise-reducing earth bunds and / or barriers may be permitted for up to 56 days in any calendar year provided such temporary operations are specified and agreed in the NVMP described in Condition 18. Each calendar day when the higher temporary noise level is exceeded shall be counted as one day. Noise levels shall be measured in accordance with BS 4142: 2014 and shall apply at the curtilage boundary of residential properties and at the following recreational receptors: on the open access land to the north and east of the site at OS Grid Reference locations 816084 and 819077.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
<p>23.</p>	<p>Evening (19.00 hrs to 22.00 hrs) and night-time (22.00 hrs to 07.00 hrs) noise levels <math>L_{Aeq\ 1hr}</math> from mine construction at the Lady Cross Plantation site, excluding blasting operations, shall not exceed 42 dB <math>L_{Aeq\ 1hr}</math>. Noise levels shall be measured in accordance with BS4142: 2014 and the limits apply at the curtilage boundary of residential properties.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>

Continued/Noise



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

COPY

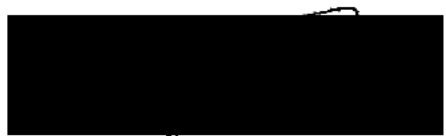
Noise (Continued)

24.	<p>Noise levels (air overpressure) from blasting shall not exceed 115dB (linear peak) as measured at any residential properties. No blasting shall take place outside the period 0700 until 2200 unless agreed in advance in writing by the MPA and it can be demonstrated that there will be no significant adverse noise effect on residents.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1</p>
25.	<p>Noise levels from either Doves Nest Farm or Lady Cross Plantation, during the operational phase, shall not exceed 42 dB L<sub>A,r</sub> during the daytime (07.00 to 19.00 hours) and 28 dB L<sub>A,r</sub> during the evening and night (19.00 to 07.00 hours). In addition, noise from fixed plant and equipment, including fans and winding gear, shall not exceed 25 dB L<sub>A,r</sub> at any time. Noise levels are to be rated and assessed at the cartilage boundary of residential properties according to BS 4142: 2014.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1 and to ensure that noise levels from mechanical plant are controlled in line with predictions in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) (Part 2, Table 8.9 and Part 3, Table 8.65)</p>

Vibration

26.	<p>Vibration from construction work on site and during operation (but excluding blasting) shall not exceed 0.3mm/s (PPV) at any residential property at any time.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
-----	--

Continued/Vibration



COPY

Mr C M France  
Director of Planning

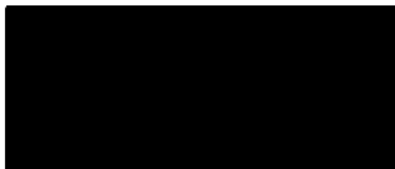
Date 19 OCT 2015

COPY

Vibration (Continued)

<p>27.</p>	<p>Day time (07.00 hrs to 19.00 hrs) ground vibration as a result of underground chamber construction or blasting operations involved in shaft sinking shall not exceed a peak particle velocity of 6 mm/sec in 95% of all blasts measured over any period of 6 months and no individual blast shall exceed a peak particle velocity of 10 mm/s as measured at vibration sensitive buildings. Evening (19.00 to 22.00 hrs) ground vibration as a result of underground chamber construction or blasting operations involved in shaft sinking shall not exceed a peak particle velocity of 4.5 mm/sec in 95% of all blasts measured over any period of six months and no individual blast shall exceed a peak particle velocity of 6 mm/s as measured at Vibration Sensitive Buildings and Infrastructure.</p> <p><b>Reason:</b> In the interests of public amenity and to accord with the provisions of NYM Development Policy 1.</p>
<p>28.</p>	<p>Night time (22:00 hrs to 07.00 hrs) ground vibration from construction/blasting shall not exceed a peak particle velocity of 2 mm/s in 95% of blasts at residential properties and no individual blast shall exceed a peak particle velocity of 3 mm/s as measured at Vibration Sensitive Buildings and Infrastructure.</p> <p><b>Reason:</b> In the interests of public amenity and to accord with the provisions of NYM Development Policy 1.</p>
<p>29.</p>	<p>Prior to the commencement of any blasting operations associated with shaft sinking or chamber construction, a scheme for the monitoring of blasting vibration within 1 kilometre of the site shall be submitted to the MPA for approval. Blast monitoring shall take place in accordance with the approved scheme and the results forwarded to the MPA on a quarterly basis until the completion of those blasting operations.</p> <p><b>Reason:</b> In the interests of public amenity and to accord with the provisions of NYM Development Policy 1.</p>

Continued/Vibration



COPY

Mr C M France  
Director of Planning

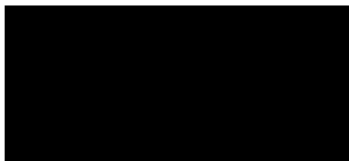
Date .. 19 OCT 2015

COPY

Vibration (Continued)

30.	<p>A Blasting and Vibration Management Plan for RAF Fylingdales shall be submitted to the MPA for approval in consultation with the MOD, prior to the commencement of activities with the potential to give rise to significant vibration arising from any underground works. Measures should include:</p> <ul style="list-style-type: none"> <li>• Details of the specific actions that will be taken if the level of vibration at RAF Fylingdales due to the permitted development exceeds 0.023 mm/s;</li> <li>• Details of the specific actions that will be taken if the stated vibration criteria are exceeded;</li> <li>• Technical changes to mining methods if the vibration levels in planning conditions are exceeded; and</li> <li>• Communication of information to affected parties.</li> </ul> <p>The development shall thereafter be carried out in accordance with the approved Blasting and Vibration Management Plan.</p> <p><b>Reason:</b> To protect National Defence interests by ensuring that management planning relating to adverse vibration is in place so that corrective action can be implemented without delay to provide for the proper control of blasting impacts and to accord with the provisions of NYM Development Policy 1.</p>
31.	<p>Vibration monitoring equipment shall be installed, maintained and operated on or adjacent to RAF Fylingdales prior to the commencement of blasting, in accordance with the Blasting and Vibration Management Plan detailed plans of which shall be submitted to and approved by the MPA.</p> <p><b>Reason:</b> To protect National Defence interests by ensuring that vibration levels are not detrimental to the operational activities at RAF Fylingdales and to accord with the provisions of NYM Development Policy 1.</p>
32.	<p>Ground vibration from construction/blasting shall not exceed a peak particle velocity of 0.025 mm/s in 95% of blasts as measured at RAF Fylingdales unless otherwise agreed in writing with the MPA in consultation and agreement with the MOD.</p> <p><b>Reason:</b> To protect National Defence interests by ensuring that vibration levels are not detrimental to the operational activities at RAF Fylingdales and to accord with the provisions of NYM Development Policy 1.</p>

Continued/Vibration



COPY

Mr C M France  
Director of Planning

19 OCT 2015  
Date .....



COPY

Vibration (Continued)

33.	<p>A scheme for prior notification of blasting for any of the chamber creations and shaft sinking shall be submitted to the MPA for approval prior to the shaft chamber sinking phase of the development. Such a scheme shall involve the regular provision of a schedule of proposed blasts. The notification shall include the following:</p> <ul style="list-style-type: none"> <li>• Location of the blast site;</li> <li>• Approximate times of blasting; and</li> <li>• Details of any warnings to be given prior to blasting.</li> </ul> <p>Blasting operations shall be carried out in accordance with the blasting schedule. Any changes to the schedule arising through exceptional circumstances must be notified in writing with the MPA.</p> <p><b>Reason:</b> To protect the amenity of adjoining landowners/occupiers of nearby properties, and to accord with the provisions of NYM Development Policy 1.</p>
-----	---

Transport

34.	<p>Prior to the commencement of Preparatory Works a Construction Traffic Management Plan (CTMP), based upon the submitted Framework Construction Traffic Management Plan dated February 2015 shall be submitted to, and approved in writing by the MPA in consultation with the appropriate Highway Authority. The approved Construction Traffic Management Plan shall be adhered to throughout the construction period unless otherwise agreed in writing with the MPA. The CTMP shall provide for:</p> <ul style="list-style-type: none"> <li>• The appointment of a CTMP co-ordinator;</li> <li>• Measures to control the number of employees travelling individually to the sites and their mode of travel;</li> <li>• The Traffic Management Liaison Group agreed level of HGV trips to the site;</li> <li>• Measures to identify HGVs associated with the development travelling to the construction sites;</li> <li>• The links to the Traffic Management Liaison Group;</li> <li>• Signing for HGV routes including prohibitive signing;</li> <li>• Accident record monitoring;</li> <li>• Driver training;</li> <li>• A communications plan;</li> </ul>
-----	--

Continued/Transport (Condition 34)



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Condition 34 (Continued)

	<ul style="list-style-type: none"> <li>• A complaints mechanism;</li> <li>• An Incident reporting mechanism including near misses; and</li> <li>• A penalty system for breaches of the agreed CTMP.</li> </ul> <p><b>Reason:</b> To minimise the impact of HGV and employee trips and in the interests of highway safety and to accord with the provisions of NYM Development Policy 23.</p>
35.	<p>Prior to the Date of Production an Operational Travel Plan, based upon the submitted Framework Travel Plan dated August 2014, shall be submitted to and approved in writing by the MPA in consultation with the Highway Authority. Once approved it shall be implemented in full and all actions undertaken within the timescales indicated. This shall include the provision of the Park and Ride access to the DNF site and any infrastructure necessary to deliver the Park and Ride service.</p> <p><b>Reason:</b> To minimise the number of operational phase car based vehicle trips to the Minehead site and in the interests of highway safety and to accord with the provisions of NYM Development Policy 23.</p>
36.	<p>Prior to the Date of Production an Operational Delivery Management Plan shall be submitted to, and approved in writing by, the MPA in consultation with the appropriate Highway Authority. The approved Operational Delivery Management Plan shall be adhered to unless otherwise agreed in writing with the MPA.</p> <p><b>Reason:</b> To minimise the impact of HGV trips and in the interests of highway safety and to accord with the provisions of NYM Development Policy 23.</p>
37.	<p>Prior to the Preparatory Works, details of the following Traffic Regulation Orders (TROs) shall have been submitted to and approved in writing by the MPA in consultation with the Highway Authority:</p> <ul style="list-style-type: none"> <li>• A "clearway" order along the B1416 in the vicinity of the Doves Nest Farm access and secondary construction access;</li> <li>• Temporary speed limits during construction; and</li> <li>• TROs related to the proposed off site highway works.</li> </ul>

Continued/Transport (Condition 37)



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Condition 37 (Continued)

	<p>The approved details shall, at the applicant's expense, undergo the legal process required. Subject to the successful completion of this legal process the measures will be implemented at the applicant's cost according to a timetable to be approved in writing by the MPA in consultation with the Highway Authority.</p> <p><b>Reason:</b> In accordance with policy Development Policy 23 and in the interests of highways safety and the general amenity of the area.</p>
<p>38.</p>	<p>The helicopter pad hereby permitted shall only be used for helicopter trips for emergency purposes or in training for emergencies and for no other use other than as may be agreed in writing with the MPA.</p> <p><b>Reason:</b> To minimise the number of aircraft trips to and from the Doves Nest Farm site; in the interests of public amenity and to accord with the provisions of NYM Core Policy A.</p>
<p>39.</p>	<p>Prior to the commencement of Preparatory Works a programme for the delivery of the off-site highway works shall be submitted to and approved in writing by the MPA in consultation with the Highway Authority. The programme shall have regard to the level of construction employee traffic, HGV deliveries, and base flow traffic movements. It shall include the timing of:-</p> <ul style="list-style-type: none"> <li>• Submissions of detailed designs and all construction documentation for the off-site highway works for approval;</li> <li>• The undertaking of the necessary independent Road Safety Audits of the submitted design shall be carried out in accordance with HD19/15 - Road Safety Audit and any superseding regulations;</li> <li>• Formal written approval of the details and all necessary permissions to allow works to commence on site;</li> <li>• The timing of construction of the approved works; and</li> <li>• Temporary traffic movement.</li> </ul> <p>The off-site highways works, which shall be delivered in accordance with the approved details amended to address all issues raised by the Road Safety Audits, to the approved programme, shall include:</p> <ul style="list-style-type: none"> <li>• A171 Mayfield Signals: Improvements to the Mayfield traffic signals on the A171 within Whitby to provide improvements for pedestrians and vehicles.</li> <li>• Normanby Bends A171: Reinforce/widen the carriageway within the existing adopted highway boundaries to optimise the carriageway available for passing HGVs.</li> </ul>

Continued/Transport (Condition 39)



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

COPY

Condition 39 (Continued)

	<ul style="list-style-type: none"> <li>• A171 at Lady Cross: A permanent 'ghost island right turn lane' on the A171 the junction of the C82 to Egton.</li> <li>• Junction of A171 and B1416: A permanent 'ghost island right turn lane' on the A171.</li> <li>• Haxby Plantation - The welfare access: A permanent 'ghost island right turn lane' on the B1416 and the crossing of the highway verge constructed in accordance with details based upon NYCC Standard Detail E3 including all temporary and permanent traffic signing to the site.</li> <li>• Ugglebarnby Moor - Shafts entrance: A temporary 'ghost island right turn lane' on the B1416 to be in place until the Date of Production unless agreed otherwise by the MPA in consultation with the Highway Authority.</li> <li>• A171 Whitby south of New Bridge: Provision of dropped kerbs and tactile paving at side roads along A171 to encourage mobility scooter and push chair users to cross side roads at the desire line and discourage them from travelling along the carriageway of A171.</li> <li>• A171 Whitby south of New Bridge: Provision of parking laybys on Helredale Road, north east side only, between Abbott's Road and St Peters Road to remove potential disruption to the free flow of traffic when additional HGVs pass vehicles currently parked half on half off verges.</li> <li>• A171 Whitby south of New Bridge: Provision of a crossing point on the A171 for pedestrians on the bend on Helredale Road outside Helredale Stores.</li> </ul> <p>The undertaking of the Necessary independent Road Safety Audits of the submitted design shall be carried out in accordance with HD19/15 - Road Safety Audit and any superseding regulations.</p> <p><b>Reason:</b> In the interests of highways safety and to accord with the provisions of NYM Development Policy 23.</p>
40.	<p>Other than in the event of an emergency and until the completion of the access point at Grid Ref. NE896045 (Haxby Plantation - The welfare access) access to and egress from Doves Nest Farm for all plant and materials delivery vehicles during the construction period shall only be achieved via the improved access at Grid Ref. NE 892054 (Ugglebarnby Moor - Shafts entrance). The original access to Dove Nest Farm shall not be used except to allow access for ecology or archaeology investigations or to carry out maintenance to farm buildings.</p> <p><b>Reason:</b> In the interests of highway safety and to accord with the provisions of NYM Development Policy 23.</p>

Continued/Transport



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

COPY

Transport (Continued)

<p>41.</p>	<p>Prior to the Date of Production proposals for the removal of the temporary 'ghost island right turn lane' on the B1416 at the Uggiebarnby Moor - Shafts entrance, including timing, shall be submitted to and approved by the MPA, in consultation with the Highway Authority and the removal occur in accordance with the approved proposals.</p> <p><b>Reason:</b> In the interests of highway safety and in accordance with NYM Development Policy 23.</p>
<p>42.</p>	<p>Prior to the commencement of Preparatory Works at Lady Cross Plantation proposals for construction of the access, parking, manoeuvring and turning areas at this site shall be submitted to and approved in writing by the MPA in consultation with the appropriate Highway Authority. The proposals shall include a programme for construction and shall include for:</p> <ul style="list-style-type: none"> <li>• vehicular, cycle, and pedestrian accesses and internal circulation routes;</li> <li>• vehicular and cycle parking;</li> <li>• vehicular turning arrangements;</li> <li>• manoeuvring arrangements;</li> <li>• loading and unloading arrangements;</li> <li>• temporary traffic management; and</li> <li>• downgrading to an occasional use access for HGVs following the Date of Production.</li> </ul> <p>The works shall be carried out in accordance with the approved details and once created these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times until the Date of Production.</p> <p><b>Reason:</b> In accordance with Development Policy 23 and to provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development.</p>
<p>43.</p>	<p>Prior to the Date of Production, the access for light vehicles, parking, manoeuvring and turning areas at the Lady Cross Plantation site for vehicles associated with maintenance shall have been constructed in accordance with details submitted to and approved in writing by the MPA in consultation with the appropriate Highway Authority. The proposals shall include for:</p> <ul style="list-style-type: none"> <li>• Vehicular access for HGVs and light vehicles and internal circulation routes;</li> <li>• vehicular parking;</li> <li>• vehicular manoeuvring arrangements;</li> <li>• loading and unloading arrangements; and</li> <li>• temporary traffic management as needed.</li> </ul>

Continued/Transport (Condition 43)



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

Condition 43 (Continued)

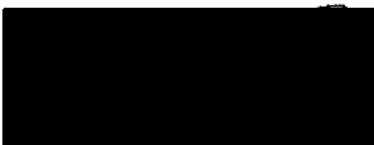
COPY

	<p>Once created these areas shall be maintained, cleared of any obstruction and retained for their intended purpose at all times.</p> <p><b>Reason:</b> In accordance with Development Policy 23 and to provide for appropriate on-site vehicle facilities in the interests of highway safety and general amenity of the development.</p>
--	---

**Habitats and Ecology**

44.	<p>At all times during the construction and operation of the mine regard shall be had to the Habitats Regulations Assessment (HRA) and the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015), undertaken in respect of the application. The design and mitigation measures to avoid potential adverse effects to the North York Moors Special Protection Area and Special Area of Conservation included in those documents that accompanied the planning application shall be followed at all times.</p> <p><b>Reason:</b> To avoid adverse effects on habitats protected under European legislation and species that use them in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
45.	<p>Prior to commencement of shaft sinking or chamber formation beneath ground at the Doves Nest Farm site the following shall be installed, brought into operation and maintained to the satisfaction of the MPA in accordance with the details in the document "York Potash Project: Habitats Regulations Assessment" prepared by Amec Foster Wheeler dated June 2015, with document reference 35190CGos064R:</p> <ul style="list-style-type: none"> <li>i. a grout wall along the western and southern perimeter of the mineshaft platform extending down to the interface between the Moor Grit and Scarborough aquifers;</li> <li>ii. a groundwater pressure relief drain to the west of the grout wall; and</li> <li>iii. a recharge trench around the western perimeter of PWMF Bund C to discharge runoff from this structure into the Moor Grit aquifer.</li> </ul> <p><b>Reason:</b> To ensure that adverse effects on the groundwater levels within North York Moors SAC/SPA, and in particular Ugglebarnby Moor, are avoided so as to protect the hydrological conditions and related moorland habitats and to accord with the provisions of the Habitat Regulations Assessment and Development Plan Policy 1.</p>

Continued/Habitats and Ecology



Mr C M France  
Director of Planning

COPY

Date .. 19 OCT 2015

COPY

Habitats and Ecology (Continued)

46.	<p>Prior to the Commencement of Development at the Doves Nest Farm site a Revised Hydro-geological Risk Assessment based on the most up to date monitoring data shall be undertaken in accordance with the details in the document "York Potash Project: Habitats Regulations Assessment" prepared by Amec Foster Wheeler dated June 2015, with document reference 35190CGos064R and submitted for approval in writing by the MPA in consultation with Natural England and the Environment Agency.</p> <p>Following the approval in writing by the MPA of the Revised Hydro-geological Risk Assessment, but prior to the commencement of shaft sinking or chamber formation beneath ground at the Doves Nest Farm site, a Construction and Operation Phase Ground and Surface Water Monitoring Scheme shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency and Natural England. The scheme shall include, but is not limited to:</p> <ul style="list-style-type: none"><li>• Details of the number, type and location of monitoring points;</li><li>• A protocol for the removal and replacement of any existing boreholes;</li><li>• Details of the frequency of monitoring during construction and operation;</li><li>• A list of the ground and surface water determinants to be tested for;</li><li>• Monitoring of groundwater levels and spring flows;</li><li>• Monitoring of surface water quality including sediment, BOD, ammonia, pH;</li><li>• Geomorphology in Sneaton Thorpe Beck;</li><li>• A list of the SAC/SSSI habitat measures to be tested for;</li><li>• Groundwater quality and level triggers;</li><li>• Surface water quality triggers;</li><li>• Surface water geomorphology triggers;</li><li>• SAC/SSSI habitat triggers;</li><li>• Monitoring of groundwater quality against ground water triggers;</li><li>• A scheme for periodic review and refinement of the monitoring regime to take account of any approved changes to site layout/design, construction methods and monitoring data;</li><li>• A protocol for notifying the MPA of any breach of the trigger levels, including the timing of any such notification; and</li><li>• Details of the method and frequency with which monitoring results will be shared with the MPA, Natural England and the Environment Agency.</li></ul>
-----	--

Continued/Habitats and Ecology  
(Condition 46)



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015



COPY

Condition 46 (Continued)

The approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme for the mine shall thereafter be implemented in full, with monitoring continuing in accordance with the approved scheme until such time that it is agreed in writing by the MPA in consultation with Natural England and the Environment Agency that monitoring may cease.

Prior to the Commencement of Development at Doves Nest Farm a Remedial Action Plan, setting out the remedial actions to be taken in the event that any monitoring triggers of the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme are exceeded, shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency.

Should any monitoring results exceed those triggers set out in the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme, the MPA, the Environment Agency and Natural England shall be informed as soon as possible, and the approved Remedial Action Plan shall thereafter be implemented as soon as possible and within one month of the relevant monitoring trigger having been exceeded. Following remedial action, monitoring in accordance with the Construction and Operation Phase Ground and Surface Water Monitoring Scheme will be undertaken in accordance with a timescale to be submitted to and approved by the MPA in consultation with the Environment Agency, the results of which shall be reported to the MPA within four weeks of the monitoring date.

**Reason:**

To ensure that any monitoring, undertaken since the submission of the planning application, fully informs the production of the Construction and Operation Phase Ground and Surface Water Monitoring Scheme and to accord with the provisions of Development Plan Policy 1; residual impacts on groundwater, surface water or SAC/SSSI habitats are detected; and, to protect groundwater base-flow, nearby springs and flushes, any watercourses they feed, local abstractions and water-dependent natural habitats.

To ensure that any above-trigger adverse impacts on groundwater, surface water or SAC/SSSI habitats are detected, remedied and monitored so as to protect groundwater base-flow, nearby springs and flushes any watercourses they feed, local abstractions and water-dependant natural habitats.

To enable the early detection of actual or likely effects in order to avoid adverse effects on habitats protected under European legislation and species that use them in accordance with NYM Core Policy C and the first statutory purpose of the National Park.

Continued/Habitats and Ecology



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2019

COPY

Habitats and Ecology (Continued)

<p>47.</p>	<p>Following the approval of the Revised Hydro-Geological Risk Assessment but prior to the commencement of the mine construction at Doves Nest Farm, a Groundwater Management Scheme (covering construction, operation and post-operation phases), shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency. The Scheme shall include technical drawings detailing the conceptualised hydrogeology with the final detailed designs of the proposed mitigation measures outlined in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) and in accordance with the details in the document York Potash Project: Habitats Regulations Assessment prepared by Amec Foster Wheeler dated June 2015 with document reference 35190CGos064R, and the final design details of the lining systems for the proposed shafts. Development shall thereafter proceed only in strict accordance with the approved Scheme and a timetable to be included within it.</p> <p><b>Reason:</b> To ensure that any monitoring, undertaken since the submission of the planning application, fully informs the production of the Groundwater Management Scheme and to accord with the provisions of Development Plan Policy 1; to protect the resource and quality of groundwater base-flow, nearby springs, flushes, any watercourses they feed, local abstractions and any groundwater-dependant/supported SAC/SSSI habitats; and, to ensure that any necessary groundwater management measures remain operational even after the mine has ceased operating and surface infrastructure has been removed.</p> <p>To ensure that adverse effects on the groundwater levels within North York Moors SAC/SPA, and in particular Ugglebarnby Moor, are avoided so as to protect the hydrological conditions and related moorland habitats; to minimise the seismic risk of fault reactivation within the aquifer; and to accord with the provisions of the Habitat Regulations Assessment and Development Plan Policy 1</p>
<p>48.</p>	<p>In accordance with the details in the document "York Potash Project: Habitats Regulations Assessment" prepared by Amec Foster Wheeler dated June 2015 with document reference 35190CGos064R, dust from polyhalite brought to the surface at the Doves Nest Farm site shall be controlled such that it does not have adverse effects on the special features of the North York Moors Special Area of Conservation. No more than 3,300 tonnes of polyhalite shall be stored on site at any time and storage must be within a three sided concrete bunker within which the height of the stockpile should not exceed the height of the walls. Polyhalite shall be removed from the site as quickly as possible in accordance with dust suppression requirements which shall include that all vehicles transporting polyhalite within and outside the site shall have their loads covered or sheeted and that measures shall be put in place to:</p>

Continued/Habitats and Ecology  
(Condition 48)



COPY

Mr C M France  
Director of Planning

Date .. 19 OCT 2015

COPY

Condition 48 (Continued)

	<p>a. avoid open air handling of polyhalite during periods when weather is dry and windy; and                  b. dampen polyhalite when necessary to reduce dust emissions.</p> <p><b>Reason:</b>                  To avoid adverse effects on habitats protected under European legislation and species that use them in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
49.	<p>In accordance with the details in the document "York Potash Project: Habitats Regulations Assessment" prepared by Amec Foster Wheeler dated June 2015 with document reference 35190CGos064R, dust control shall be undertaken during the construction of the mine at the Doves Nest Farm site to prevent adverse impacts on vegetation within the North York Moors Special Area of Conservation and measures shall be put in place to:</p> <p>a. avoid open air handling of dust emitting material during periods when weather is dry and windy;                  b. use rubble chutes to minimise dust generation; and                  c. dampen material when necessary to reduce dust emissions.</p> <p><b>Reason:</b>                  To avoid adverse effects on habitats protected under European legislation and species that use them. To enable the early detection of actual or likely effects. To accord with NYM Core Policy C and the first statutory purpose of the National Park.</p>
50.	<p>In accordance with the details in the document "York Potash Project: Habitats Regulations Assessment" prepared by Amec Foster Wheeler dated June 2015 with document reference 35190CGos064R, diesel generators installed at the Doves Nest Farm site during the construction period</p> <p>a. shall be fitted with Selective Catalytic Reduction (SCR) abatement technology on their exhausts which shall be shown by the suppliers to achieve a reduction in oxides of nitrogen within the generator exhausts of at least 88% when compared to what would be expected without SCR; and                  b. shall at all times demonstrably be operated and maintained in a way to ensure a reduction in oxides of nitrogen within the generator exhausts of at least 88% when compared to what would be expected without SCR.</p> <p><b>Reason:</b>                  To avoid adverse effects on habitats protected under European legislation and species that use them. To enable the early detection of actual or likely effects. To accord with NYM Core Policy C and the first statutory purpose of the National Park.</p>

Continued/Habitats and Ecology



Mr C M France  
 Director of Planning

COPY

Date 19 OCT 2015

COPY

Habitats and Ecology (Continued)

51.	<p>At all times in the construction and operation of the mine regard shall be had to the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) undertaken in respect of the application including the Supplementary Environmental Information and the Design and Access statements including their appendices relating to the Doves Nest Farm and Lady Cross Plantation sites; the design and mitigation measures included in these documents that accompanied the planning application to avoid potential adverse effects to Sites of Special Scientific Interest and Protected Species and Habitats shall be followed at all times..</p> <p><b>Reason:</b> To avoid adverse effects on SSSI interests. To accord with NYM Core Policy C and the first statutory purpose of the National Park.</p>
52.	<p>Protected Species Management Plans (PSMPs) shall be submitted to the MPA prior to the commencement of Preparatory Works which shall not commence until the PSMPs have been agreed in writing by the MPA. The agreed details shall subsequently be followed unless modifications are agreed in writing by the MPA. The PSMPs may establish a programme of submissions to the MPA such that details are approved prior to works affecting different species and areas of the sites, shall concern protected species affected directly by works at the Doves Nest Farm and Lady Cross Plantation sites, shall detail minimum requirements for mitigating or compensating for effects on protected species, shall require all licences that may be required in respect of effects on or re-location of protected species and their habitat to be obtained and complied with, and shall include but not be limited to consideration of the following species:</p> <ul style="list-style-type: none"><li>a. Bats (all species)</li><li>b. Badger</li><li>c. Adder</li><li>d. Common lizard in particular at the western side of the Lady Cross Plantation</li><li>e. Other protected reptiles</li><li>f. Water vole</li><li>g. Common Crossbill</li><li>h. Goshawk</li></ul> <p><b>Reason:</b> To ensure protected species are identified and dealt with according to the law. To accord with NYM Core Policy C and the first statutory purpose of the National Park.</p>

Continued/Habitats and Ecology



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

COPY

Habitats and Ecology (Continued)

<p>53.</p>	<p>A breeding birds survey of Ugglebarnby Moor and Sneaton Moor to identify the extent of their use as breeding habitat by snipe and curlew must be undertaken and completed prior to the Commencement of Development at the Doves Nest Farm site. Before the results of this survey are known, noise emitted within the breeding season 15 March to 31 August inclusive must be controlled to levels that would not disturb curlew and snipe breeding on Ugglebarnby Moor or Sneaton Moor. Should the surveys indicate the presence of curlew and snipe breeding on Ugglebarnby Moor or Sneaton Moor, mitigation measures must be agreed with the MPA and be implemented before noise at levels likely to disturb curlew or snipe during the breeding season April to August inclusive is emitted from Doves Nest Farm. The survey methodology shall be agreed with the MPA in advance of the surveys being undertaken.</p> <p><b>Reason:</b> To avoid adverse effects on birds listed in the North York Moors SSSI citation and in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
<p>54.</p>	<p>Breeding birds surveys of Haxby Plantation, the wooded heath to its east, and Ugglebarnby Moor to identify the extent of their use as breeding habitat by nightjar must be undertaken and completed prior to the Commencement of Development at the Doves Nest Farm site. Before the results of these surveys are known, noise emitted within the breeding season 15 May to 30 September inclusive must be controlled to levels that would not disturb nightjar breeding at Haxby Plantation, the wooded heath to its east, or Ugglebarnby Moor. Should the surveys indicate the presence of nightjar breeding on Ugglebarnby Moor, Haxby Plantation, or the wooded heath to its east, mitigation measures must be agreed with the MPA and be implemented before noise at levels likely to disturb nightjar during the breeding season 15 May to 30 September inclusive is emitted from development at the Doves Nest Farm site. The survey methodology shall be agreed with the MPA in advance of the surveys being undertaken.</p> <p><b>Reason:</b> To avoid adverse effects on a bird protected under Annex 1 of European Parliament and Council Directive 2009/147/EC on the Conservation of Wild Birds and in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>

Continued/Habitats and Ecology



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

Town and Country Planning Act 1990

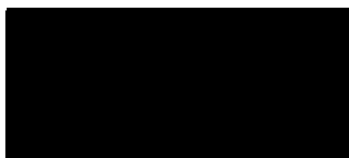
Continuation of Decision No. NYM/2014/0676/MEIA

COPY

Habitats and Ecology (Continued)

55.	<p>Breeding birds surveys of the wooded heath north of Lady Cross Plantation to identify the extent of its use as breeding habitat by nightjar must be undertaken and completed prior to the Commencement of Development at the Lady Cross Plantation site. Before the results of these surveys are known, noise emitted within the breeding season 15 May to 30 September inclusive must be controlled to levels that would not disturb nightjar breeding on the wooded heath north of Lady Cross Plantation. Should the surveys indicate the presence of nightjar breeding on wooded heath north of Lady Cross Plantation, mitigation measures must be agreed with the MPA and be implemented before noise at levels likely to disturb nightjar during the breeding season 15 May to 30 September inclusive is emitted from development at the Lady Cross Plantation site. The survey methodology shall be agreed with the MPA in advance of the surveys being undertaken.</p> <p><b>Reason:</b> To avoid adverse effects on a bird protected under Annex 1 of European Parliament and Council Directive 2009/147/EC on the Conservation of Wild Birds and in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
56.	<p>Schemes shall be put in place to avoid damage to species rich grassland in roadside verges in the vicinity of Doves Nest Farm and Lady Cross Plantation and Preparatory Works shall not be allowed to commence until these schemes have been established and agreed in writing by the MPA. The schemes shall cover the construction periods and shall identify precisely the species rich grassland roadside verge areas covered by the schemes and the means by which damage shall be avoided, and shall include provision for monitoring by the MPA and appropriate mitigation of any damage that does occur.</p> <p><b>Reason:</b> To minimise harm to valuable natural capital in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
57.	<p>Prior to the Commencement of Development at either Doves Nest Farm or Lady Cross Plantation Landscape and Ecological Management Plans for each site should be submitted to the MPA and approved in writing by the MPA and works should subsequently be undertaken in accordance with them. These plans should relate to land within the two development sites. The plans should set out the means by which the sites will be managed for landscape, ecology and biodiversity throughout the construction and operational phases of the mine. Construction and operational phases shall be dealt with in separate parts of the plans.</p>

Continued/Habitats and Ecology  
(Condition 57)



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

Town and Country Planning Act 1990

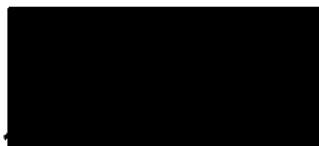
Continuation of Decision No. NYM/2014/0676/MEIA

COPY

Condition 57 (Continued)

	<p>The plans should cover the matters referred to in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) and the Design and Access Statements including their Appendices and indicate how the designs and mitigation set out in those documents shall be achieved. At the Doves Nest Farm site objectives should include establishment of heathland communities on restored spoil mounds. The details at both sites shall include Arboricultural Method Statements and Tree Protection Plans. The Landscape and Ecological Management Plans shall include provision for reporting to the MPA and set out the process by which remedial measures that the MPA may require should the plans not be fulfilling their objectives are undertaken. The operational phases of the Landscape and Ecological Management Plans shall include long term management proposals throughout the operational life of the mine which will be reviewed on a regular basis, at least every two years.</p> <p><b>Reason:</b> To ensure management of ecology and biodiversity at the DNF and LCP sites through the construction and operation phases in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
58.	<p>Any plants forming part of the landscape and restoration proposals following completion of the construction phases which die within ten years of completion of construction shall be replanted like for like.</p> <p><b>Reason:</b> To ensure management of ecology and biodiversity at the DNF and LCP sites through the construction and operation phases in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>
59.	<p>External lighting of the Doves Nest site and the Lady Cross Plantation site shall not be used until the MPA has given written approval of the designs and proposed lighting arrangements which shall demonstrate how potential adverse effects of external lighting on protected species have been identified and addressed. Operation of external lighting shall be in accordance with the approved designs and arrangements.</p> <p><b>Reason:</b> To ensure management of ecology and biodiversity at the DNF and LCP sites through the construction and operation capital in accordance with NYM Core Policy C and the first statutory purpose of the National Park.</p>

Continued/Habitats and Ecology



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015



COPY

Habitats and Ecology (Continued)

60.	<p>Surface water management at the Doves Nest Farm site during construction shall incorporate measures to slow water flow such that sediment settles out prior to surface water draining from the site into the Sneaton Thorpe Beck. Prior to the commencement of Preparatory Works the design of the surface water management system at Doves Nest Farm shall be submitted to and agreed in writing by the MPA to ensure it incorporates measures that may be required to prevent sediment entering the Sneaton Thorpe Beck causing harm to the brown trout population present there.</p> <p>Surface water management at the Ladycross Plantation site during construction shall incorporate measures to slow water flow such that sediment settles out prior to surface water draining from the site into tributaries of the River Esk. Prior to the commencement of Preparatory Works the design of the surface water management system at Doves Nest Farm shall be submitted to and agreed in writing by the MPA to ensure it incorporates measures that may be required to prevent sediment entering these tributaries causing harm to the Freshwater Pearl Mussel, Salmon, Brown and Sea Trout populations present in the River Esk.</p> <p><b>Reason:</b> Brown trout is a UK BAP Priority Species and is present in the Sneaton Thorpe Beck. To accord with NYM Development Policy 1. Freshwater Pearl Mussels are fully protected under Schedule 5 of the Wildlife &amp; Countryside Act and listed in Annex II of the Habitats Directive. Atlantic salmon are listed on Appendix III of the Bern Convention and Annex II and V of the EC Habitats &amp; Species Directive. The multi-sea-winter component of the Atlantic salmon population is included in the UK Biodiversity Action Plan Priority Species List. Brown and sea trout are on the UK Biodiversity Action Plan Priority Species List.</p>
-----	---

**Lighting and Boundary Treatment**

61.	<p>Following the Date of Production, other than within the materials lay down area behind the welfare/office block shown on the approved layout plan (drawing 653-AP-0006 rev 1), no storage of materials, machinery, mobile plant, vehicles other than cars, waste or other items shall take place outside the buildings on the Doves Nest Farm or Lady Cross Plantation sites without the prior written agreement of the MPA.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
-----	--

Continued/Lighting and Boundary Treatment



Mr C M France  
Director of Planning

COPY

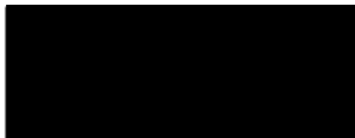
Date 19 OCT 2015

COPY

Lighting and Boundary Treatment (Continued)

62.	<p>Notwithstanding the submitted lighting details reference: York Potash Proposed Mine Head Site, Basis of Design – External Lighting (REP-P2_EL-002) and MTS Intermediate Sites, Basis of Design – External Lighting (REP-P2-EL-003) details of lighting column positions shall be submitted to and agreed by the MPA. Such details shall demonstrate how glare is minimised and demonstrate how potential adverse effects on protected species have been identified and addressed.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
63.	<p>External lighting for use during the operational period of the mine shall be installed and operated in accordance with the approved details until restoration operations take place.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
64.	<p>Prior to commencement of site Preparatory Works, full details of the proposed temporary boundary treatment to the Dove's Nest Farm site, including any walls or security fences and the timetable to implement them, shall be submitted to and approved in writing by the MPA. The temporary site boundary works shall then be implemented in accordance with the approved details and maintained for the period of construction.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
65.	<p>Prior to commencement of site Preparatory Works, full details of the proposed temporary boundary treatment to the Lady Cross Plantation, including any walls or security fences and the timetable to implement them, shall be submitted to and approved in writing by the MPA. The temporary site boundary works shall then be implemented in accordance with the approved details and maintained for the period of construction.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>

Continued Lighting and Boundary Treatment



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

Lighting and Boundary Treatment (Continued)

COPY

66.	<p>Notwithstanding the details of the boundary treatment submitted under condition 4a, the details of the environmental/acoustic fencing (plan YP-P2-CX-030 no11) at DNF to contain the welfare facility entrance road shall be submitted to the MPA for approval. The approved details shall be implemented in accordance with the approved plans prior to operation of the facility and satisfactorily maintained thereafter.</p> <p><b>Reason:</b> In the interests of amenity and to accord with the provisions of NYM Development Policy 1.</p>
-----	--

Design, Landscaping, and Site Restoration

67.	<p>All facilities for the storage of oils and fuels shall be placed on impervious bases with impervious bunds placed around them and with all vents, filling points and hoses contained within the bunds. All tanks are to be double-skinned and the bunded areas shall have a capacity of 110% of the cumulative capacity of the tanks. The bunded areas shall be kept free of precipitation which, if removed, shall be disposed of to a licensed facility.</p> <p><b>Reason:</b> For the protection of the water environment and to accord with the provisions of NYM Development Policy 1.</p>
68.	<p>Final details of all temporary structures, including samples of materials proposed including colour shall be submitted to and approved by the MPA prior to construction. The temporary structures as approved shall be implemented in complete accordance with the details agreed.</p> <p>For the avoidance of doubt this also include colours of the generator stacks.</p> <p><b>Reason:</b> In the interests of visual amenity and in accordance with DYM Development Policy 3.</p>
69.	<p>The maximum height of the temporary winding towers at Dove's Nest Farm and Ladycross Plantation shall not exceed 245.07m AOD.</p> <p><b>Reason:</b> In the interests of visual amenity and in accordance with DYM Development Policy 3.</p>

Continued/Design, Landscaping, and Site Restoration



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

COPY

Design, Landscaping, and Site Restoration (Continued)

70.	<p>Prior to site Preparatory Works commencing at DNF or Lady Cross a scheme shall be submitted to and approved by the MPA showing any existing trees, hedges and other vegetation to be retained, together with any measures for the protection and management/ reinforcement of these areas and also indicating trees, hedges and other vegetation to be removed. This shall include Arboricultural method statement and tree protection plans. These measures shall be implemented before site Preparatory Works occur and retained during construction period.</p> <p><b>Reason:</b> To control the effects on habitats and vegetation and in accordance with NYM Development Policy 1.</p>
71.	<p>Within six months of development commencing the details of, and a timetable for, the implementation of both the hard and soft landscaping works shall be submitted to and approved by the MPA in accordance with the details approved under condition 57. The details shall include the advanced planting and final planting, specifying cultivations, plant species, sizes, planting densities and measures for protection for any new areas of planting. The approved details shall be carried out no later than the first planting season following the completion of each construction phase or in accordance with the programme agreed with the MPA.</p> <p>The approved landscape scheme shall be maintained for the life of the mine or unless otherwise agreed by the MPA.</p> <p>Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed or die or become severely damaged or diseased within ten years of planting shall be replaced to the satisfaction of the MPA within the next planting season.</p> <p><b>Reason:</b> To control the effects on habitats and vegetation and in accordance with NYM Development Policy 1.</p>
72.	<p>Tree protection measures identified on submitted plans relating to highway works (A171/B1416 right turn DWGref 2556.473.AIA.WhitbyYPL and at Lady Cross Plantation A171 right turn DWGref 2556.474.AIA Whitby.YPL) shall be implemented and maintained to the satisfaction of the MPA unless otherwise agreed in writing.</p> <p><b>Reason:</b> To control the effects on habitats and vegetation and in accordance with NYM Development Policy 1.</p>

Continued/Design, Landscaping, and Site Restoration



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Design, Landscaping, and Site Restoration (Continued)

73.	<p>Prior to Commencement of Development at DNF a scheme to maintain and manage the Haxby and Belt Plantations with the exception of areas agreed for removal as part of the approved works as shown on plan 2309.MH02 rev 02 shall be submitted to and approved by the MPA.</p> <p>The details shall include the phased felling and replanting for long term management of the Plantations.</p> <p>The scheme shall be implemented in accordance with the approved details and thereafter maintained for the life of the development.</p> <p><b>Reason:</b> To control the effects on habitats and vegetation and in accordance with NYM Development Policy 1.</p>
74.	<p>Prior to the commencement of construction of the Permanent Above Ground Structures at either Doves Nest Farm or Lady Cross Plantation, the Operator shall submit to the MPA details of the external treatment of the structures, including samples, for approval in respect of the area concerned. The approved Permanent Above Ground Structures shall be constructed in accordance with the approved details and shall be maintained satisfactorily for the life of the mine, unless otherwise agreed in writing by the MPA.</p> <p><b>Reason:</b> To ensure that appropriate design standards are maintained and to accord with the provisions of NYM Development Policy 1 and 3.</p>
75.	<p>The Welfare Facilities Building at DNF shall achieve BREEAM rating of 'very good'. Pre-assessment and post completion certificates for the building shall be submitted to the MPA to confirm this rating. The pre-assessment certificate shall be submitted prior to the Commencement of Development. The post completion certificate shall be submitted prior to the Welfare Facilities Building being brought into use.</p> <p><b>Reason:</b> To comply with NYM Core Policy D and Development Policy 1.</p>
76.	<p>Prior to commencement of preparatory works an updated soil management plan shall be submitted to the MPA for approval. This shall set out any circumstances during which soil handling is to be avoided and shall include the following measures:</p> <ul style="list-style-type: none"> <li>• Soil shall be moved when it is in a dry and friable condition as defined in Chapter 16 of the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) and shall not be moved between 1 October and 31 March unless agreed in writing by the MPA.</li> </ul>

Continued/Design, Landscaping, and Site Restoration  
(Condition 76)



COPY

Mr C M France  
Director of Planning

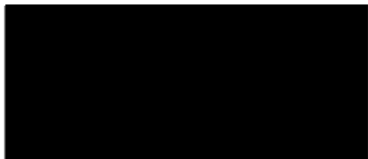
Date 19 OCT 2015

COPY

Condition 76 (Continued)

	<ul style="list-style-type: none"><li>• All topsoil and subsoil stripped from the surface area of the development shall be retained on site.</li><li>• No plant or vehicles shall cross any area of un-stripped topsoil except if essential and unavoidable for the purposes of permitted operations.</li><li>• No part of the site shall be used for a road or for the stationing of plant or buildings until all available topsoil and subsoil have been stripped from that part.</li><li>• Soil handling will be in accordance with the 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites (DEFRA 2009)' and appropriate steps shall be taken to prevent the spread of soil-borne or animal diseases.</li></ul> <p>Any soil or spoil storage mounds that are to be in place for a period of more than three months are to be grass hydroseeded within four weeks of substantial completion with seed mix agreed by MPA. At all times during the construction period the approved updated soil management plan shall be adhered to.</p> <p><b>Reason:</b> To protect and ensure that there is sufficient soil resource for restoration operations and to accord with the provisions of NYM Development Policy 3.</p>
77.	<p>A scheme of restoration following decommissioning shall be submitted to the MPA, for approval by the earlier of:</p> <ul style="list-style-type: none"><li>• Three months from the end of a continuous period of twelve months throughout which the winning and working of mineral has ceased; or</li><li>• two years before the expiry of this planning permission.</li></ul> <p>The restoration scheme may be modified only with the written approval of the MPA and shall include, but need not be restricted to;</p> <ul style="list-style-type: none"><li>• the removal of buildings;</li><li>• removal of plant, equipment and above ground concrete structures;</li><li>• treatment/capping of mine shafts;</li><li>• creation of final landform;</li><li>• soil replacement;</li><li>• cultivation, seeding and planting measures; and</li></ul>

Continued/Design, Landscaping, and Site Restoration  
(Condition 77)



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015

COPY

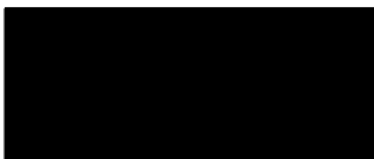
Condition 77 (Continued)

	<ul style="list-style-type: none"> <li>• removal of roads</li> <li>• closure of unnecessary accesses to the highway and removal of the ghost island right turn lane at Haxby plantation;</li> <li>• an Aftercare Scheme outlining the steps to be taken in bringing the land to the required standard for use in agriculture including an outline strategy for a five year Aftercare period including annual review meetings with the MPA in accordance with Paragraphs 057 and 058 of Minerals Planning Practice Guidance (March 2014) (Reference ID: 27 – 057 – 20140306 and 27 – 058 – 20140306).</li> </ul> <p>and shall prescribe timescales within which restoration will occur.</p> <p>The restoration scheme shall be implemented as approved.</p> <p><b>Reason:</b> To ensure the restoration of the site following decommissioning and in to accord with NYM Core Policy C and Development Policy 1.</p>
78.	<p>There shall be no importation of any controlled wastes to the mine.</p> <p><b>Reason:</b> For the avoidance of doubt and to accord with the provisions of NYM Core Policy A.</p>

**Water Environment**

79.	<p>No development shall take place at Doves Nest Farm until a Surface Water Drainage Scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the MPA. The drainage strategy must demonstrate that surface water run-off generated up to and including the 1 in 100 critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall include:</p> <ul style="list-style-type: none"> <li>• Confirmation that the surface water drainage system is to be built first so that it is available to provide the drainage for the construction phase as well as the completed mine head, and is to be in accordance with information provided in the Supplementary Environmental Information report (specifically Section 15 and Appendix C). Details of the surface water drainage system will include a plan for silt management and reduction during the construction phase;</li> </ul>
-----	--

Continued/Water Environment (Condition 79)



Mr C M France  
Director of Planning

COPY

Date 19 OCT 2015



COPY

Condition 79 (Continued)

- In order to construct the settlement facility/facilities some site preparation works have to be undertaken before the settlement facility/facilities are operational - details of temporary silt reduction and management measures shall be included;
- Surface water discharge rates from the impermeable areas of the site are to be limited to greenfield  $Q_{bar}$  flows as calculated in Appendix C of the Supplementary Environmental Information report (an overall maximum surface water discharge of 6.5 litres per second per hectare);
- Sufficient attenuation storage for up to and including the 1 in 100 storm event plus a 30% allowance for climate change, and surcharging the drainage system can be stored on the site without risk to people or property and without overflowing into a watercourse;
- Details of the design of the attenuation storage basins;
- Details of the outfalls to watercourse(s), including the provision of a penstock, erosion protection measures and measures to ensure velocities are limited to no more than 0.3m per second unless otherwise agreed by the MPA in consultation with the Environment Agency;
- Details of how the whole surface water drainage system will be designed so as to maximise its biodiversity benefits;
- Drainage from the landscaped areas is to drain into the proposed swales, upstream of a check dam where required to reduce velocities;
- Details of the proposed rainwater harvesting system;
- The provision of permeable surfacing on areas where it can be demonstrated that the risk of pollution is low;
- Details of how clean roof water shall be discharged to ground;
- Details of how the entire surface water drainage system will be maintained and managed throughout the lifetime of the development, including the construction phase. This must include details of maintenance to deal with any siltation of the attenuation storage basins and any resultant loss of capacity; and

Continued/Water Environment (Condition 79)



Mr C M France  
Director of Planning

COPY

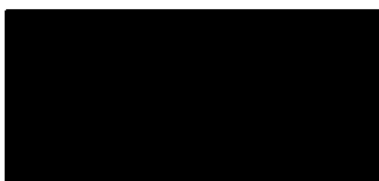
Date 19 OCT 2015

COPY

Condition 79 (Continued)

	<ul style="list-style-type: none"> <li>• A timetable for the implementation of the Surface Water Drainage Scheme, including during the construction phase. This is to include details regarding the phasing of the construction works demonstrating that the storage available during construction is maximised (i.e. that the period of time that only the minimum 1 in 20 standard of protection is kept to the shortest possible).</li> </ul> <p>Development shall thereafter proceed only in strict accordance with the approved Surface Water Drainage Scheme and the timetable included within it. Once implemented, the Surface Water Drainage Scheme shall be retained and maintained throughout the lifetime of the development such that it continues to function in the manner intended and so as to ensure identified limits are not breached.</p> <p><b>Reason:</b> To ensure a satisfactory means of surface water drainage; reduce the risk of flooding; and, avoid increases in erosion of any affected watercourses and to accord with NYM Development Policy 1.</p>
80.	<p>No development shall take place at Lady Cross Plantation until a Surface Water Drainage Scheme based on sustainable drainage principles (described in Section 6 and outlined in Appendix A of the FRA) and an assessment of the hydrological and hydro-geological context of the development has been submitted to and approved in writing by the MPA. The Scheme shall demonstrate that surface water run-off generated up to and including the 1 in 100 critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The Scheme shall include:</p> <ul style="list-style-type: none"> <li>• Confirmation that the drainage scheme is to be built first to help minimise run-off from bare ground and to reduce any possible siltation of watercourses. It must also be in accordance with "Part 3, Chapter 15, Appendix 15.10 of the MTS Surface Water Drainage, Basis of Concept Design". Details of the surface water drainage system shall include a plan for silt management and reduction during the construction phase;</li> <li>• Surface water discharge rates from the impermeable areas of the site shall be limited to greenfield Qbar flows, as calculated in Section 6 of the submitted Baseline Hydrological Assessment;</li> <li>• During the Construction phase flows shall be attenuated up to and including the 1 in 20 event;</li> <li>• Drainage from the landscaped areas shall drain into the proposed swales, upstream of a check dam, where required, to reduce velocities;</li> </ul>

Continued/Water Environment (Condition 80)



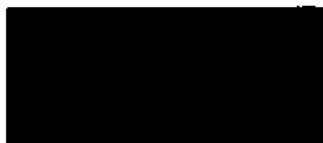
COPY

COPY

Condition 80 (Continued)

	<ul style="list-style-type: none"> <li>• During the Operational phase, the SuDS attenuation features will remain the same size as during the construction phase. Due to the decrease in impermeable area, these features shall attenuate flows up to and including the 1 in 100 event plus climate change event. Flow rates will still be restricted to greenfield Qbar flows during this time;</li> <li>• Details of biodiversity enhancement measures within the surface water management arrangements;</li> <li>• Details of how the surface water drainage system will be maintained and managed throughout the lifetime of the development, including the construction phase. This shall include details of maintenance to deal with any siltation of the attenuation storage basins and any resultant loss of capacity; and</li> <li>• A timetable for the implementation of the Surface Water Drainage Scheme, including during the construction phase. This shall include details regarding the phasing of the construction works, demonstrating that the storage available during construction is maximised (i.e. that the period of time that only the minimum 1 in 20 standard of protection is kept to the shortest possible).</li> </ul> <p>Development shall thereafter proceed only in strict accordance with the approved Surface Water Drainage Scheme and the timetable included within it. Once implemented, the Surface Water Drainage Scheme shall be retained and maintained throughout the lifetime of the development, such that it continues to function in the manner intended and so as to ensure identified limits are not breached.</p> <p><b>Reason:</b> To ensure a satisfactory means of surface water drainage and to reduce the risk of flooding and to accord with NYM Development Policy 1.</p>
81.	<p>Prior to the commencement of the chamber construction work at either DNF or LCP, a Wastewater Drainage Scheme for the construction phase shall be submitted to and approved in writing by the MPA. The scheme shall accord with the supporting document 'Integrated Water and Wastewater Management Strategy (REP-P2-WSD-003, Rev5, 30 January 2015) and shall include:</p>

Continued/Water Environment (Condition 81)



COPY

Mr C M France  
Director of Planning

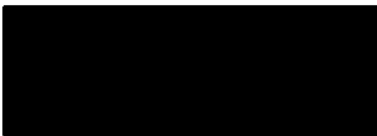
Date 19 OCT 2015

COPY

Condition 81 (Continued)

	<ul style="list-style-type: none"><li>• Full details of the non-domestic waste water treatment area and settlement tanks;</li><li>• A plan showing the location of the non-domestic waste water treatment area and settlement tanks;</li><li>• Detailed estimates of the amount of non-domestic waste water to be treated and estimates of the quantities predicted to be reused within the site or used for re-injection into the sandstone aquifer;</li><li>• Details of how the non-domestic waste water treatment facility will be managed to ensure it functions effectively throughout the lifetime of the mine, including variations in flows over the construction period;</li><li>• Details of the ongoing maintenance of the non-domestic waste water infrastructure;</li><li>• Details of monitoring arrangements of the quality of the wastewater to be re-used within the site or re-injected into the sandstone aquifer, and related qualitative triggers;</li><li>• No discharges of treated domestic or non-domestic waste water to Sneaton Thorpe Beck;</li><li>• Domestic foul sewage and wheel-wash waste water to be tankered off-site for treatment at a licensed sewage treatment facility; and</li><li>• A timetable for the implementation of the Waste Water Drainage Scheme.</li></ul> <p>Prior to the commencement of the Welfare Building at DNF and LCP, a Foul Drainage Scheme for the operational phase shall be submitted to and approved in writing by the MPA. The scheme shall accord with the supporting document 'Integrated Water and Wastewater Management Strategy (REP-P2-WSD-003, Rev5, 30 January 2015) and shall include:-</p> <ul style="list-style-type: none"><li>• Full details of the package treatment plant to be provided, including the make, model and size;</li><li>• A plan showing the proposed location of the package treatment plant and any pre- or post-treatment balancing;</li><li>• Full details of the proposed discharge via the pumped MTS wastewater discharge provision to the Wilton site;</li><li>• Details of how the foul drainage infrastructure will be managed to ensure it functions effectively throughout the lifetime of the mine, including variations in flows resulting from the initial creation and growth of the mine, and from the ongoing pattern of shift work;</li><li>• Details of the ongoing maintenance of the foul drainage infrastructure in accordance with the British Water Code of Practice for Maintenance of Small Waste Water Treatment Systems;</li><li>• No discharges of treated foul effluent to Sneaton Thorpe Beck; and</li><li>• A timetable for the implementation of the Foul Drainage Scheme.</li></ul>
--	---

Continued/Water Environment (Condition 81)



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

**COPY**

Condition 81 (Continued)

	<p>Development shall thereafter proceed only in strict accordance with the approved Foul Drainage Scheme and the Wastewater Drainage Scheme and the timetables included within them. The systems shall thereafter be managed and maintained in accordance with the approved Foul Drainage Scheme throughout the operational lifetime of the development, and with the Wastewater Drainage Scheme throughout the construction phase of the development.</p> <p><b>Reason:</b> To ensure a satisfactory means of foul and wastewater drainage disposal during the construction and operational phases of the development, to safeguard the ecology of Sneaton Thorpe Beck and to accord with NYM Development Policy 1.</p>
82.	<p>Surface water draining from areas of permanent hardstanding shall be passed through an oil interceptor or series of oil interceptors, prior to being discharged into any watercourse, pond or soakaway. The interceptor(s) shall be designed and constructed to have a capacity compatible with the area being drained, shall be installed prior to the commencement of each phase of the development and shall thereafter be retained and maintained throughout the lifetime of the development. Clean roof water shall not pass through the interceptor(s). Vehicle washdowns and detergents shall not be passed through the interceptor before passage to the approved SUDS scheme (Condition 53 refers).</p> <p><b>Reason:</b> To reduce the risk of pollution to the water environment and to accord with the provisions of NYM Development Policy 2.</p>
83.	<p>All downpipes carrying rain water from areas of roof shall be sealed at ground-level on completion of individual buildings. The sealed construction shall thereafter be retained throughout the lifetime of the development.</p> <p><b>Reason:</b> To prevent the contamination of clean surface water run-off and to accord with the provisions of NYM Development Policy 2.</p>
84.	<p>Inspection manholes shall be provided on all foul and surface water drainage runs such that discharges can be inspected/sampled if necessary. All manhole covers shall be marked to enable easy recognition. Foul will be marked in red. Surface water will be marked in blue. Direction of flow will also be denoted. Where more than one discharge point is proposed, manholes will also be numbered accordingly to correspond with their respective discharge point.</p> <p><b>Reason:</b> To allow pollution incidents to be more readily traced and to accord with the provisions of NYM Development Policy 2.</p>

Continued/Water Environment



**COPY**

COPY

Water Environment (Continued)

85.	<p>Unless otherwise approved in writing by the MPA there shall be no obstructions located over or within 3 metres of the centre line of the public water main across the northern boundary of the DNF site.</p> <p><b>Reason:</b> In order to allow sufficient access for maintenance and repair of public infrastructure and to accord with the provisions of NYM Development Policy 1.</p>
86.	<p>There shall be no importation of clay to the LCP site or DNF site unless otherwise agreed in writing by the Mineral Planning Authority.</p> <p><b>Reason:</b> In order to protect the surface water environment from pollution and to accord with the provisions of Development Policy 1.</p>
87.	<p>Prior to commencement of shaft sinking for either; the mine shafts or MTS shaft, at Doves Nest Farm, the deep reinjection borehole to discharge water to Sherwood sandstone aquifer shall be constructed in accordance with the approved plans. The formation pressures resulting from reinjection at the groundwater borehole shall not exceed 450 psi above the initial formation pressure.</p> <p><b>Reason:</b> To minimise the seismic risk of fault reactivation within the aquifer; and to accord with the provisions of Development Plan Policy 1 and findings of the Amec Foster Wheeler drafted Technical note: Review of RHDHV Assessment of Potential for Fault Activation due to Proposed Water Reinjection at Dove's Nest Farm Mine Site, dated August 2015, Doc Ref: 35190c072.</p>
88.	<p>Prior to Commencement of Development for the MTS at Lady Cross Plantation, and informed by the most up-to-date monitoring, a Revised Hydro-geological Risk Assessment shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency.</p> <p>Following approval of the Revised Hydro-geological Risk Assessment, but prior to the Commencement of Development, a Construction and Operation Phase Ground and Surface Water Monitoring Scheme shall be submitted to and approved in writing by the MPA. The scheme shall include:</p> <ul style="list-style-type: none"> <li>• Groundwater quality and level triggers;</li> <li>• Surface water quality triggers, including those necessary to protect the health of the River Esk Peal Mussel beds;</li> <li>• Details of the number, type and location of monitoring points;</li> <li>• A protocol for the removal and replacement of any existing monitoring points;</li> </ul>

Continued/Water Environment (Condition 88)



Mr C M France  
Director of Planning

COPY

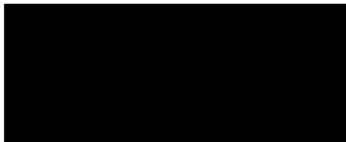
19 OCT 2015  
Date .....

COPY

Condition 88 (Continued)

	<ul style="list-style-type: none"> <li>• Details of the frequency with which monitoring points will be monitored during construction and operation;</li> <li>• A list of the ground and surface water determinants to be tested for;</li> <li>• Monitoring of groundwater levels and spring flows;</li> <li>• Monitoring of groundwater quality against ground water triggers;</li> <li>• A scheme for periodic review and refinement of the monitoring regime to take account of any approved changes to site layout/design, construction methods and monitoring data;</li> <li>• A protocol for notifying the MPA of any breach of the trigger levels, including the timing of any such notification; and</li> <li>• Details of the method and frequency with which monitoring results will be shared with the MPA and the Environment Agency.</li> </ul> <p>The approved scheme shall thereafter be implemented in full, with monitoring continuing in accordance with the approved scheme until such time that it is agreed in writing with the MPA that monitoring may cease.</p> <p><b>Reason:</b> To ensure that any monitoring, undertaken since the submission of the planning application, fully informs the production of the Construction and Operation Phase Ground and Surface Water Monitoring Scheme; to accord with the provisions of Development Plan Policy 1; and, that any residual impacts on the water environment are detected.</p>
89.	<p>Prior to the Commencement of Development at Lady Cross Plantation, a Remedial Action Plan, setting out the remedial actions to be taken in the event that any monitoring triggers of the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme are exceeded, shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency . Should any monitoring result exceed those triggers set out in the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme, the MPA, the Environment Agency and Natural England shall be informed as soon as practicable, and the approved Remedial Action Plan shall thereafter be implemented as soon as practicable. Following remedial action, monitoring in accordance with the Construction and Operation Phase Ground and Surface Water Monitoring Scheme will be undertaken in accordance with a timescale to be submitted to and approved by the MPA in consultation with the Environment Agency, the results of which shall be reported to the MPA within four weeks of the monitoring date.</p> <p><b>Reason:</b> To ensure that any above-trigger adverse impacts on the water environment are detected, remedied and monitored, and that mitigation measures are refined as a result; and to accord with the provisions of Development Plan Policy 1.</p>

Continued/Water Environment



COPY



COPY

Water Environment (Continued)

90.	<p>Following the approval of the Revised Hydro-Geological Risk Assessment for the MTS, but prior to the Commencement of Development of the MTS at Lady Cross Plantation, a Groundwater Management Scheme (covering construction, operation and post-operation phases), shall be submitted to and approved in writing by the MPA. The Scheme shall include technical drawings detailing the conceptualised hydrogeology with the final detailed designs of the proposed mitigation measures outlined in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015). Development shall thereafter proceed only in strict accordance with the approved Scheme and a timetable to be included within it.</p> <p><b>Reason:</b> To ensure that any monitoring, undertaken since the submission of the planning application, fully informs the production of the Groundwater Management Scheme; to protect the water environment and reduce the risk of pollution to ground and surface waters; and, to ensure that any necessary groundwater management measures remain operational even after the mine has ceased operating and surface infrastructure has been removed; and to accord with the provisions of Development Plan Policy 1.</p>
-----	--

Emissions to Atmosphere

91.	<p>The final specification and configuration of generators to be employed at Doves Nest Farm and Lady Cross Plantation, such to be fitted with Selective Catalytic Reduction (SCR), or other such emissions control measures as are necessary, will be submitted to the MPA for approval prior to commencement of their use. Results of air dispersion modelling will be submitted at the same time to verify that the identified configuration will lead to nutrient nitrogen and acid deposition at levels no greater than those that were demonstrated in the York Potash Environmental Statement (September 2014 as updated by the Supplementary Environmental Statement dated February 2015) as not leading to a significant effect on the integrity of the North York Moors SAC, SPA and SSSI.</p> <p><b>Reason:</b> To ensure that any residual impacts on the water environment are detected and remedied, and that mitigation measures are refined as a result and to accord with the provisions of the Habitat Regulations Assessment and Development Plan Policy 1.</p>
-----	--

Continued/Emissions to Atmosphere



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Emissions to Atmosphere (Continued)

92.	<p>Prior to the Commencement of Development at either Doves Nest Farm or Lady Cross Plantation, a Construction Vehicle and Plant Management Plan (CVPM) shall be submitted to and approved in writing by the MPA. The CVPM to shall include details of monitoring locations and baseline particulate emissions; predicted traffic movements into/out of the sites including levels at the A171/Mayfield junction; predicted particulate emissions from plant and HGVs during the construction period; proposed particulate control levels; proposed avoidance or mitigation measures to comply with control levels, and arrangements for monitoring over the construction period. Development shall only occur in strict accordance with the measures set out in the CVMP, unless otherwise agreed in writing with the MPA.</p> <p><b>Reason:</b> In the interest of public amenity, to minimise the impact of air pollution and to accord with the provisions of the Habitat Regulations Assessment and Development Plan Policy 1.</p>
-----	---

Management of Construction

93.	<p>A Construction Environment Management Plan (CEMP) shall be submitted to and agreed in writing by the MPA prior to site Preparatory Works. Prior to the commencement of each phase of the development in accordance with the approved Phasing Plan at either Doves Nest Farm or Lady Cross Plantation, an updated CEMP shall be based on the approved Construction Method Statement (CMS) and shall be submitted to and approved in writing by the MPA in consultation with the Environment Agency in respect of the area concerned. The CEMP shall include details of:</p> <ul style="list-style-type: none"><li>• the size, location and design of any site compounds, including how any potentially polluting materials will be stored to minimise the risk of pollution;</li><li>• an Incident Response Plan to deal with any pollution that may occur during the course of construction;</li><li>• a protocol to deal with contaminated ground, should this be encountered, to ensure protection of water resources;</li><li>• details of how surface water run off shall be passed through a settlement facility or settlement facilities prior to being discharged into any watercourse or soakaway;</li></ul>
-----	---

Continued/Management of Construction (Condition 93)



Mr C M France  
Director of Planning

COPY

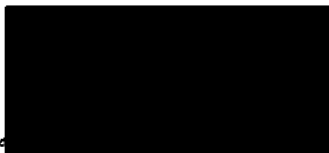
19 OCT 2015  
Date .....

COPY

Condition 93 (Continued)

	<ul style="list-style-type: none"><li>• plant and wheel washing including that it shall only be carried out in a designated area of hard standing at least 10 metres from any watercourse or surface water drain and that washings shall be collected in a sump, with settled solids removed regularly and water recycled and reused where possible;</li><li>• a scheme for the recycling/disposing of waste resulting from demolition and construction works;</li><li>• Storage of waste not covered by the Mine Waste Directive;</li><li>• measures to control the glare from on-site lighting;</li><li>• measures to manage deliveries by HGV including routing and timing for deliveries and details of the penalty system for breaches of the agreed controls;</li><li>• temporary traffic management;</li><li>• The provision of a Dust Management Plan relating to phase 1 of the construction period (earthworks and bund formation) and Polyhalite handling and stockpiling to include dust generation modelling so as to identify sensitive receptors; likely dust generation and its disposition during the construction phases and operation over time and under different weather conditions; the avoidance and mitigation measures required to ensure dust deposition levels at the sensitive receptors are maintained at the residual levels identified in the approved EIA, and monitoring arrangements. The Dust Management Plan must comply with the criteria set out in the 'Dust and Air Emission Mitigation Measures' best practice guidance for control of dust on construction sites from the Institute of Air Quality Management 2012. The monitoring arrangements will include dust deposition or dust flux or real-time PM<sub>10</sub> continuous monitoring locations; baseline dust monitoring at least three months before construction commences; daily on-site and off-site inspections at monitoring locations with results recorded in a log to be made available to the MPA on request, and more frequent monitoring during periods of high dust generation;</li></ul>
--	---

Continued/Management of Construction (Condition 93)



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Condition 93 (Continued)

	<ul style="list-style-type: none"><li>• In the event that there is insufficient clay within the Lady Cross Plantation site to form the 1m deep basal layer beneath the spoil storage area, a contingency plan to address the importation of clay, including the source, quantity and quality of such material, and how adverse effects on the water environment would be avoided;</li><li>• how the requirements of the approved CEMP will be disseminated to all relevant staff/contractors throughout the construction period;</li><li>• the location of the site notice board;</li><li>• a scheme for parking, loading, unloading during construction;</li><li>• a scheme for security and lighting during construction;</li><li>• a protocol for the replenishment of tanks and containers including that all refuelling of vehicles, generators, plant and equipment shall be supervised and shall take place within a suitable bunded, impervious hardstanding;</li><li>• contingency proposals for if fuel cannot be delivered for the generators, e.g. due to adverse weather; and</li><li>• how those artificial or historically straightened ephemeral surface water channels referenced in sections 15.7.22-15.7.24 of chapter 15 of part 2 of the ES are to be retained wherever possible, and enhanced to increase their capacity (e.g. through the introduction of meanders) and to increase their ability to capture sediment (e.g. through suitable planting).</li><li>• Proposals / contingency plans for waste not managed as part of the Mine Waste Permit comprising the storage and management of temporary mining waste stored on-site for less than three years (e.g. Pyritic Mudstone); non-inert and non-hazardous materials stored for less than one year, and unexpected hazardous waste stored for less than six months, including measures to prevent the dispersal of dust, leachate and surface water runoff.</li></ul>
--	--

Continued/Management of Construction (Condition 93)



Mr C M France  
Director of Planning

COPY

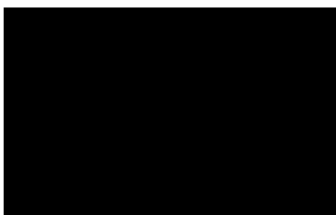
19 OCT 2015  
Date .....

COPY

Condition 93 (Continued)

	<ul style="list-style-type: none"> <li>• A Precautionary Method of Working for Site Clearance (PMWSP) which shall be submitted to and agreed in writing by the MPA prior to commencement of Preparatory Works and shall be adhered to thereafter. The PMSWP shall set out proposals for tree clearance and the demolition of structures and shall include that between March and September each year surveys of areas to be cleared should occur no less than 48 hours before clearance occurs so that occupied wild bird nests can be identified and prevented from being destroyed.</li> <li>• Alarms fitted to mobile plant and vehicles for the purposes of warning pedestrians of their movements.</li> </ul> <p>Development shall only proceed in strict accordance with the measures set out in the CEMP, unless otherwise agreed in writing with the MPA. The site construction teams at DNF and LCP should each include a named individual who will be responsible for ensuring compliance with the CEMP and planning conditions.</p> <p><b>Reason:</b> In the interest of public amenity, highway safety, to reduce the risk of pollution to ground and surface water, to protect the environment of the North York Moors SAC/SPA, and to accord with the provisions of NYM Development Policies 1 and 23.</p>
<p>94.</p>	<p>Prior to the commencement of each phase of the development at Doves Nest Farm or Lady Cross Plantation in accordance with the approved Phasing Plan, a Construction Method Statement shall be submitted for that phase, and approved in writing by the MPA, in consultation with the appropriate Highway Authority. Each approved Statement shall be adhered to throughout the construction period. The Statements shall provide for:</p> <ul style="list-style-type: none"> <li>(i) the parking of vehicles of site operatives and visitors clear of the highway;</li> <li>(ii) loading and unloading of plant and materials;</li> <li>(iii) storage of plant and materials used in constructing the development;</li> <li>(iv) erection and maintenance of security fencing;</li> <li>(v) wheel washing facilities;</li> <li>(vi) An outline construction method for sub-surface works including adherence to the 'rack and pillar' method of mining described in the SEI (14<sup>th</sup> February 2015) and the SRK Subsidence Memorandum (15<sup>th</sup> May 2013);</li> <li>(vii) Buildings and structures associated with the mine and tunnel shafts;</li> <li>(viii) Welfare/office building and security gatehouse;</li> </ul>

Continued/Management of Construction (Condition 94)



Mr C M France  
Director of Planning

COPY

19 OCT 2015  
Date .....

COPY

Condition 94 (Continued)

	<ul style="list-style-type: none"> <li>(ix) Screening bunds;</li> <li>(x) Hardstandings;</li> <li>(xi) Shuttle Bus terminal;</li> <li>(xii) Park-and-Ride layby;</li> <li>(xiii) Emergency helipad;</li> <li>(xiv) Lighting columns;</li> <li>(xv) Internal access and haul roads;</li> <li>(xvi) Domestic wastewater (foul sewage) treatment plant;</li> <li>(xvii) Non-domestic wastewater treatment plant and settlement tanks;</li> <li>(xviii) Surface water attenuation ponds, settlement ponds, swales and wetland areas;</li> <li>(xix) Temporary spoil and Polyhalite storage areas;</li> <li>(xx) Removal of any temporary structures; and</li> <li>(xxi) Formation of spoil mounds and the establishment of vegetation on them.</li> </ul> <p>The CMS shall contain a construction timetable and order of works noting any construction dependencies; refer to any inherent mitigation to address adverse impacts identified in the EIA, and cross refer to the CEMP in relation to any additional avoidance or mitigation measures.</p> <p><b>Reason:</b> In accordance with NYM Development Policy 1 and 23 and to provide for appropriate on-site facilities during construction, in the interests of highway safety and the general amenity of the area.</p>
95.	<p>Prior to the commencement of any development (including the Preparatory Works), the Operator shall submit to the MPA for approval, Written Schemes of Archaeological Investigation (WSIs) covering the areas of Dove's Nest Farm and Lady Cross Plantation. The WSIs are required to be submitted and approved prior to site Preparatory Works and implemented in accordance with the agreed programme. The WSIs shall be implemented as approved by the MPA prior to the Commencement of Development and alongside construction operations.</p> <p><b>Reason:</b> To protect the historic environment and to accord with the provisions of the MPA Local Development Framework, specifically: Development Policy 7 – Archaeological Assets and Core Policy G – Landscape, Design and Historic Assets.</p>

Continued/ Schedule 1: Plans Approved by this Planning Permission



COPY

Mr C M France  
Director of Planning

Date 19 OCT 2015

## Schedule 1: Plans Approved by this Planning Permission

COPY

Schedule 1: Plans Approved by this Planning Permission	
Plan Name	Plan or Drawing Number
Mine and MTS Planning Boundary	Y5154-0102M-CJD1 rev 2
Site Location Plan	YP-P2-CX-550 rev 1
<b>Doves Nest Farm Site</b>	
Doves Nest Farm Existing Site Plan	653-AP-0002 rev 2
Doves Nest Farm Site Plan - Existing Utilities and Borehole Locations	YP-P2-CX-510 rev 0
Doves Nest Farm Proposed Site Plan and Block Plan	653-AP-0005 rev 1
Proposed Welfare Buildings Site Plan	653-AP-0006 rev 1
Proposed Mine Buildings Site Plan	653-AP-0007 rev 1
Doves Nest Farm Proposed Hard Landscaping Plan	653-AP-0060 rev 1
Gatehouse – Proposed Plans, Sections and Elevations - Colour	653-AP-0032 rev 0
Miner's Welfare Facility - Proposed Floor and Roof Plans - Colour	653-AP-0033 rev 0
Miner's Welfare Facility - Proposed Sections & Elevations - Colour	653-AP-0034 rev 0
Miner's Welfare Facility - Elevation Study - Sheet 01	653-AP-0035 rev 0
Miner's Welfare Facility - Elevation Study - Sheet 02	653-AP-0036 rev 0

Continued/Schedule 1: Plans Approved by this Planning Permission



Mr C M France  
Director of Planning

COPY

Date ... 19 OCT 2015



Town and Country Planning Act 1990

Continuation of Decision No. NYM/2014/0676/MEIA

Schedule 1: Plans Approved by this Planning Permission (Continued)

COPY

Mine Building 04 – Back-up Generator Plan, Section and Elevations - Colour	653-AP-0051 rev 3
Mine Building 05 – Intake Ventilation Shaft Plan, Section and Elevations - Colour	653-AP-0052 rev 3
Mine Building 06 – Substation Plan, Section and Elevations - Colour	653-AP-0053 rev 3
Mine Building 07 – Men and Material Shaft Winder Plan, Section and Elevations - Colour	653-AP-0054 rev 3
Mine Building 08 – Mineral Shaft Winder Plan, Section and Elevations - Colour	653-AP-0055 rev 3
Mine Building 09 – MTS Shaft Building Plan, Section and Elevations - Colour	653-AP-0056 rev 4
Mine Building - Elevation Study - Colour	653-AP-0058 rev 3
Doves Nest Farm - Existing Site Sections Sheet 01	653-AP-0003 rev 0
Doves Nest Farm - Existing Site Sections Sheet 02	653-AP-0004 rev 0
Doves Nest Farm - Proposed Site Sections Sheet 01	653-AP-0008 rev 1
Doves Nest Farm - Proposed Site Sections Sheet 02	653-AP-0009 rev 3
Proposed Minehead – Site General Arrangement MTS Scheme Construction Masterplan	YP-P2-CX-030 rev 11
Proposed Minehead – Site General Arrangement MTS Scheme Operation Masterplan	YP-P2-CX-031 rev 12

Continued/Schedule 1: Plans Approved by this  
Planning Permission



COPY

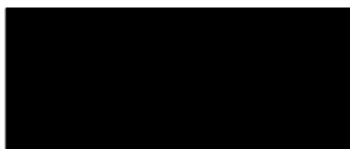
Mr C M France  
Director of Planning

Date 19 OCT 2015

COPY

## Schedule 1: Plans Approved by this Planning Permission (Continued)

Proposed Minehead – Site General Arrangement MTS Scheme Earthworks Strategy Earthworks Bunds and Ponds	YP-P2-CX-032 rev 7
Proposed Minehead – Site General Arrangement MTS Scheme Earthworks Strategy Construction Platforms	YP-P2-CX-033 rev 7
Proposed Minehead – Pyritic Mudstone Facilities and Temporary NHNI Waste Storage Facility	YP-P2-CX-036 rev 3
Proposed Minehead – Dove's Nest Farm, Hours of Working	YP-P2-CX-080 rev 1
Proposed Minehead – Surface Water Drainage, General Arrangement	YP-P2-CD-080 rev 9
Proposed Minehead – Earthworks Strategy Groundwater Drainage Design	YP-P2-CD-200 rev 6
Proposed Phasing Strategy - Phase 1, Months 1- 6.5	YP-P2-CX-500 rev 2
Proposed Phasing Strategy - Phase 2, Months 6.5-16	YP-P2-CX-501 rev 2
Proposed Phasing Strategy - Phase 3, Months 17-25	YP-P2-CX-502 rev 1
Proposed Phasing Strategy - Phase 4, Months 26-32	YP-P2-CX-503 rev 1
Proposed Phasing Strategy - Phase 5, Months 33-40	YP-P2-CX-504 rev 2
Proposed Phasing Strategy - Phase 6, Month 41- 51	YP-P2-CX-505 rev 1
Proposed Phasing Strategy - Phase 7, Removal of all non-hazardous non inert material off site	YP-P2-CX-506 rev 1

Continued/Schedule 1: Plans Approved by this  
Planning Permission

Mr C M France  
Director of Planning


COPY

Date ... 19 OCT 2015

COPY

Minehead Site Working Plan - General Arrangement and Earthworks	YP-P2-CX-508 rev 3
Minehead Site Working Plan - Surface Water Drainage	YP-P2-CX-509 rev 1
Minehead Site Working Plan - Lighting	YP-P2-CX-511 rev 1
Proposed Minehead - Existing Landscape Features	2309.MH01 rev 02
Proposed Minehead - Removal of Existing Landscape Features	2309.MH02 rev 02
Proposed Minehead - Restoration Proposals	2309.MH03 rev 05
Proposed Minehead - Restoration Proposals – Cross Sections	2309.MH04 rev 04
Proposed Minehead - Restoration Proposals – Cross Sections	2309.MH05 rev 04
Proposed Minehead - Restoration Proposals – Cross Sections	2309.MH06 rev 04
Proposed Minehead – External Lighting Strategy Plans	YP-P2-EL-201-208
Tree protection measures for works in highways at A171/B1416 right turn	2556.473.AIA.Whitby.YPL
From ES Appendix 3.3 Minehead Site Welfare Entrance General Arrangement	YP-P2-CX-043 Issue 0
From ES Appendix 3.3 Minehead Site Access Junction	YP-P2-CX-042 Issue 0
Proposed Mine and MTS Sub-Surface Structures	1000-ENV-DFS-DWG-005 Rev 2

Continued/Schedule 1: Plans Approved by this Planning Permission



Mr C M France  
Director of Planning

Date .. 19 OCT 2015

COPY

Town and Country Planning Act 1990

Continuation of Decision No. NYM/2014/0676/MEIA

**COPY**

Schedule 1: Plans Approved by this Planning Permission (Continued)

<b>Lady Cross Plantation Site</b>	
Existing Site Plan	653-LC-AP-0201 rev 2
Existing Site Sections	653-LC-AP-0202 rev 0
Proposed Site Plan	653-LC-AP-0203 rev 2
Proposed Compound Site Plan and Block Plan	653-LC-AP-0204 rev 2
Proposed Site Sections	653-LC-AP-0205 rev 0
MTS Building Proposed Plan, Section and Elevations	653-LC-AP-0207 rev 0
Proposed Hard Landscaping Plan	653-LC-AP-0208 rev 3
Proposed Site Earthworks – Ladycross Plantation, Spoil Phasing	YP-P2-CX-443 rev 7
Drainage working plan	YP-P2-CX-528 rev 2
Proposed Phasing Strategy: Phases 1 - 5	YP-P2-CX-542 rev 2
Proposed Phasing Strategy: Phase 6	YP-P2-CX-543 rev 2
Working Plan: General Arrangement and Earthworks	YP-P2-CX-525 rev 2
Ladycross Plantation Drainage - Construction	YP-P2-CX-445 rev 7
Ladycross Plantation Drainage - Operation	YP-P2-CX-446 rev 7
Ladycross Plantation – Proposed Earthworks	YP-P2-CX-447 rev 6
Lady Cross Plantation Site Plan – Existing Utilities and Borehole Locations	YP-P2-CX-532 rev 0
Working Plan: Lighting	YP-P2-EL-503 rev 2
Ladycross Plantation - Existing Landscape Features	2322.LCP01 rev 3
Ladycross Plantation - Removal of Existing Vegetation	2322.LCP02 rev 5

Continued/Schedule 1: Plans Approved by this Planning Permission



**COPY**

Mr C M France  
Director of Planning

Date **19 OCT 2015**

COPY

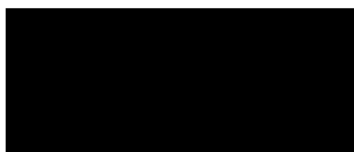
Restoration Proposals	2322.LCP03 rev 4
Restoration Proposals – Cross Sections	2322.LCP04 rev 1
Ladycross Plantation – Construction Masterplan	YP-P2-CX-440 rev 8
Ladycross Plantation – Operational Masterplan	YP-P2-CX-441 rev 8
Ladycross Plantation - Alternative access junction	YP-P2-SK-030 rev 0

**Informatives**

1. All references to Core Policies or Development Policies are to "North York Moors National Park Authority Local Development Framework Core Strategy and Development Policies November 2008".
2. Works affecting protected species can require special permission or licences to be issued by Natural England. It is recommended that Natural England be consulted in respect of any such licences that may be required. Under Section 1 of the Wildlife and Countryside Act 1981 (as amended), wild birds are protected from being killed, injured or captured, while their nests and eggs are protected from being damaged, destroyed or taken. In addition, certain species such as the Barn Owl are included in Schedule 1 of the Act and are protected against disturbance while nesting and when they have dependent young. Offences against birds listed in Schedule 1 of the Wildlife and Countryside Act are subject to special penalties. An up-to-date list of the species in Schedule 1 is available from Natural England <http://www.naturalengland.org.uk/ourwork/regulation/wildlife/species/speciallyprotecte dbirds.aspx>. Further information on wildlife legislation relating to birds can be found at [www.rspb.org.uk/images/WBATL\\_tcm9-132998.pdf](http://www.rspb.org.uk/images/WBATL_tcm9-132998.pdf).
3. The development consented affects surface land in proximity to and mineral deposits beneath Special Areas of Conservation, Special Protection Areas, and Sites of Special Scientific Interest and notwithstanding the conditions of this planning permission relating to potential effects on these nature conservation designations the developer should be aware that these designations are protected by other legislation and that in the case of any uncertainty about potential effects on such designated areas it is recommended Natural England be consulted.
4. Traffic Regulation Orders are made by Highway Authorities. The Local Highway Authority for the Lady Cross Plantation and Doves Nest Farm sites is North Yorkshire County Council.

COPY

Continued/Informatives



Mr C M France  
Director of Planning

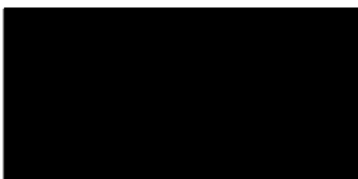
Date .. 19 OCT 2015 .....

COPY

Informatives (Continued)

5. Pursuant to Section 106 of the Town and Country Planning Act 1990, two Planning Agreements have been made by York Potash Limited and other parties interested in land affected by this planning permission. The first Agreement is between YPL and those other parties and NYMNPA as Minerals Planning Authority. The second planning agreement is between YPL and those other parties and North Yorkshire County Council as Highways Authority. The Section 106 Agreement with NYMNPA allows for various forms of mitigation of the effects of the development here consented which cannot be subject to planning conditions yet which have been considered necessary to enable NYMNPA to grant planning permission. The Section 106 Agreement with NYCC allows for mitigation of the effects on the highway system of the development here consented which cannot be subject to planning conditions yet which have been considered necessary to enable NYMNPA to grant planning permission.
6. Redcar and Cleveland Borough Council has separately granted planning permission (R/2014/0627/FFM) for development in that Council's jurisdiction as Mineral Planning Authority associated with the development here consented and there is an associated Section 106 Agreement which deals with environmental mitigation.
7. A Development Consent Order has also been applied for aspects of the overall York Potash project that affect the marine environment.
8. The Environmental Protection (Duty of Care) Regulations 1991 for dealing with waste materials are applicable for any off-site movements of wastes. The developer as waste producer therefore has a duty of care to ensure all materials removed go to an appropriate permitted facility and all relevant documentation is completed and kept in line with regulations. The developer must apply the waste hierarchy in a priority order of prevention, re-use, recycling before considering other recovery or disposal options. Government Guidance on the waste hierarchy in England can be found here – <http://www.defra.gov.uk/publications/files/pb13530-waste-hierarchy-guidance.pdf>.
9. All on-site lighting should comply with the 'Guidance Notes for the Reduction of Obtrusive Light GN01:2011' published by the Institute of Lighting Professionals to avoid impacts on residents and 'dark skies' conditions.
10. If any controlled waste is to be removed off site, then the site Operator must ensure a registered waste carrier is used to convey the waste material off site to a suitably permitted facility.
11. The proposed re-injection borehole associated with the construction phase of this development will require an Environmental Permit from the Environment Agency under the Environmental Permitting Regulations 2010.

Continued/Informatives



Mr C M France  
Director of Planning

COPY

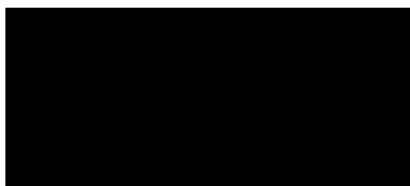
19 OCT 2015  
Date .....

COPY

Informatives (Continued)

12. If the applicant intends to abstract more than 20 cubic metres of water per day from a surface water source (e.g. stream or drain) or from underground strata (via borehole or well) for any particular purpose then an abstraction licence will be needed from the Environment Agency. There is no guarantee that a licence will be granted as this is dependent on available water resources and existing protected rights.
13. Any sub-surface grouting works should be undertaken in accordance with:
  - Environment Agency Regulatory Position Statement MWRP-RPS-108 Civil engineering activities involving grouts or other media for the purpose of sealing or ground stabilisation;
  - Eurocode 7 BS EN 12715 (200) Execution of Special Geotechnical Work: Grouting, and 12716 Jet Grouting;  
CIRIA C515 Groundwater control – design and practice ISBN 0 86017 515 4; and
  - Practical Handbook of Grouting, soil, rock and structures. James Warner, P.E. published by Wiley ISBN 978 0 471 46303 0.
14. Under Section 199(2) of the Water Resources Act 1991 (as amended by the Water Act 2003) notice must be provided to the Environment Agency if it is intended to carry out drilling works for the purpose of searching for, or extracting minerals.
15. Any new outfall structures discharging surface water into the Ordinary Watercourses will need prior consent from the Lead Local Flood Authority consent. In this case this will be North Yorkshire County Council.
16. Construction Environment Management Plans should include measures consistent with the following guidance:
  - Environment Agency Pollution Prevention Guideline 1: General Guide to the Prevention of Pollution;
  - Environment Agency Pollution Prevention Guideline 5: Works and Maintenance in or near water;
  - Environment Agency Pollution Prevention Guideline 6: Working at Construction and Demolition Sites;
  - Ciria C532 Control of Water Pollution from Construction Sites – A Guide to Good Practice (2001); and
  - Ciria C692 Environmental Good Practice on Site (third edition).

Continued/Informatives



Mr C M France  
Director of Planning

COPY

Date ... 19 OCT 2015



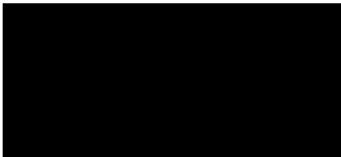
COPY

Informatives (Continued)

17. Any outfall structures discharging into the Ordinary Watercourses will need prior consent from the Lead Local Flood Authority.
18. In connection with Condition 95 above, the applicant's attention is drawn to the need to provide appropriate access to the site excavations and spoil to the MPA's authorised archaeologists and geologists.
19. The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 08457626848 or at [www.groundstability.com](http://www.groundstability.com)

**Explanation of how the Authority has Worked Positively with the Applicant/Agent**

The Authority's Officers have provided considerable resources over the last four years providing pre-application advice and appraised the scheme against the Development Plan and other material considerations. Numerous recommended changes to the proposal and advice were given to provide improved embedded mitigation and for off-site compensation so as to deliver an overall sustainable development.



Mr C M France  
Director of Planning

COPY

Date .. 19 OCT. 2015