

The Eggborough CCGT Project

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The Eggborough CCGT (Generating Station) Order

Land at and in the vicinity of the Eggborough Power Station site,
near Selby, North Yorkshire, DN14 0BS

Compulsory Acquisition Update

The Planning Act 2008



Applicant: Eggborough Power Limited

Date: March 2018

DOCUMENT HISTORY

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GLOSSARY

ABBREVIATION	DESCRIPTION
Applicant	Eggborough Power Limited
DCO	Development Consent Order
EPL	Eggborough Power Limited
MW	megawatts
NSIP	Nationally Significant Infrastructure Project
PA 2008	Planning Act 2008
the Order	Eggborough CCGT (Generating Station) Order

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1.0 INTRODUCTION

- 1.1 This document (Document Ref. 9.9 - Rev. 2.0) has been prepared on behalf of Eggborough Power Limited ('EPL' or the 'Applicant') in respect of its application (the 'Application') for a Development Consent Order (a 'DCO') for the Eggborough CCGT Project (the 'Proposed Development'). The Application was submitted to the Secretary of State (the 'SoS') for Business, Energy and Industrial Strategy on 30 May 2017 and was accepted for examination on 27 June 2017.
- 1.2 The Proposed Development comprises the construction, operation and maintenance of a new gas-fired electricity generating station with a gross output capacity of up to 2,500 megawatts ('MW'), including electrical and water connections, a new gas supply pipeline and other associated development, on land at and in the vicinity of the existing Eggborough coal-fired power station, near Selby, North Yorkshire.
- 1.3 A DCO is required for the Proposed Development as it falls within the definition and thresholds for a 'Nationally Significant Infrastructure Project' (a 'NSIP') under Sections 14 and 15(2) of The Planning Act 2008 (the 'PA 2008'). The DCO, if made by the SoS, would be known as the 'Eggborough CCGT (Generating Station) Order' (the 'Order').
- 1.4 The document provides an update with regard to compulsory acquisition. The position that has been reached with landowners is set out in the Compulsory Acquisition Schedule provided at Table 2.1 at Section 2.0. Table 2.2 lists the engagement that has taken place with statutory undertakers and confirms the position reached with them. This document is provided for Deadline 9 of the Examination.

2.0 COMPULSORY ACQUISITION & STATUTORY UNDERTAKER SCHEDULES

- 2.1 The updated Compulsory Acquisition Schedule is provided at Table 2.1 and the Statutory Undertaker Schedule at Table 2.2 (both below).

Table 2.1 - Compulsory Acquisition Schedule

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
1	C Turner	Owner	440, 445, 450, 455, 460, 465, 545, 555, 560, 565, 550, 625, 635, 645, 650, 660, 475	Terms agreed and signed	With Solicitors
2	W R Platt	O/O	165,170,175,665,670, 675	Terms agreed and signed	With Solicitors
		Tenant of C R Platt	190, 265, 680	Terms agreed and signed	With Solicitors
		Tenant of EPL	195, 200, 205, 210, 215, 240, 250	Terms agreed and signed	With Solicitors
3	D A Platt	O/O	235, 330, 320	Terms agreed and signed	With Solicitors
		Tenant of S E Platt	270	Terms agreed and signed	With Solicitors
		Tenant of EPL	260, 290, 305	Terms agreed and signed	With Solicitors
4	S E Platt	Owner	270	Terms agreed and signed	With Solicitors
5	C R Platt	Owner	190, 265, 680	Terms agreed and signed	With Solicitors
6	G Holmes	O/O	365, 370	Terms agreed and signed	With Solicitors
		Tenant of C Turner	440, 445, 450, 455, 460, 465, 550, 555, 560, 565, 625, 635, 645, 650, 660, 545	Terms agreed and signed	With Solicitors
7	Webster Family Trust	Owners	355, 490, 495, 500, 505, 510, 515, 525,	Terms agreed and signed	With Solicitors

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
			530, 535, 540, 545, 620, 630		
8	Staynor Farms Limited	Tenant of Webster Family Trust	355, 490, 495, 500, 505, 510, 515, 525, 530, 535, 540, 545, 620, 630	Terms agreed and signed	With Solicitors
9	C R Platt	Tenant of EA	360, 685	Terms agreed and signed	With Solicitors
10	J E Hartley	O/O	375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 470, 475	Terms agreed and signed	With Solicitors
11	M Brears & Sons	Tenants of EPL	135	Terms agreed and signed	With Solicitors
12	B Moore	Tenant of C Turner	450, 465	Terms agreed and signed	With Solicitors
13	The Crown Estate	O/O	245, 255, 690	Terms agreed and signed	With Solicitors
14	The Environment Agency	Interested Party (Stat functions)	210, 230, 240, 245, 250, 255, 300, 340, 345, 690, 280	Technical interface of scheme agreed (through Statement of Common Ground).	No Further Update
		O/O	275, 285, 295, 360, 685	Heads of Terms Issued	Communications Record:

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
					<p>20.06.16 - Conversation with Roseanna Lumsden (RL) (EA Estates Department) regarding the project, and Request for Information form.</p> <p>24.06.16 - Email received from RL providing freehold and leasehold ownerships, as well as tenant contact details.</p> <p>28.06.16 - Email correspondence with Tim Whiskard (TW) (EA Estates Department) regarding survey access and the need for an indemnity form to be completed by EPL before access is granted.</p> <p>29.06.16 - Signed Indemnity Agreement received from EPL, and forwarded to TW so as to undertake Newt Surveys.</p> <p>08.09.16 - Email sent to RL and TW requesting further tenant details for Phase 1 Habitat Surveys.</p> <p>19.09.16 - Chaser email sent to RL and TW regarding tenant details Phase 1 Habitat Surveys.</p> <p>20.09.16 - Email received from RL containing tenant information, and a new indemnity agreement to be signed by EPL.</p> <p>22.09.16 - Signed Indemnity Form for Phase 1 Habitat Survey's sent to RL.</p> <p>16/17.11.16 - Email correspondence with RL regarding access for Geophysical and Soil Surveys.</p> <p>17.11.16 - Signed Indemnity form for Geophysical and Soil Surveys sent to RL.</p> <p>01.12.16 - Email received from RL explaining that as EA's Operations Team and Tenant's have now been consulted, the ecologists can access EA's land at their convenience.</p>

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
					<p>03.02.17 to 03.04.17 - Email and telephone correspondence with RL in an attempt to arrange a meeting to discuss land take for the project.</p> <p>05.05.17 - Email to RL asking for a meeting as soon as possible.</p> <p>18.05.17 - Meeting held at the Ardent Warrington Office to discuss scheme and land requirements.</p> <p>25.05.17 - Email to RL and TW containing meeting notes, as well as information requested regarding the project and flood risk and plot sizes.</p> <p>14.06.17 - Chaser email sent to TW asking if he has had a chance to look over information provided from the meeting, and any comments.</p> <p>22.06.17 - Chaser email sent to TW informing that the DCO application was submitted at the end of last month, and we are looking to agree terms with the EA as a matter of urgency.</p> <p>13.10.17 - Phone conversation with RL regarding arranging another meeting to discuss the scheme and land requirements.</p> <p>16.10.17 - Chaser email sent regarding arranging a meeting.</p> <p>17.10.17 - Email from RL suggesting either Monday 23rd or Tuesday 24th for a meeting at EA's Leeds Office.</p> <p>20.10.17 - Email sent to RL confirming 10am on Monday 23rd.</p> <p>23.10.17 - Meeting held with EA in Leeds to discuss scheme and land requirements.</p> <p>05.01.18 - Heads of Terms issued to EA's Agent.</p>

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
					<p>30.01.18 - Attempted Phone and follow up Email to EA's Agent seeking response on Heads of Terms.</p> <p>01.02.18 - Phone conversation with EA's Agent regarding initial comments on Heads of Terms. EA's Agent not reviewed in detail yet.</p> <p>08.02.18 - Email to EA's Agent seeking discussion and considered response on Heads of Terms. Email from EA's Agent confirming availability to discuss on 09.02.18.</p> <p>09.02.18 - Email from EA's Agent re possible meeting.</p> <p>09.02.18 - Attempted Phone Calls and follow up email to EA's Agent seeking discussion and confirmation of the outstanding issues to establish whether meeting required.</p> <p>13.02.18 - Attempted phone calls with follow up email seeking considered response on Heads of Terms.</p> <p>13.02.18 - Attempted phone calls to EA's Agent seeking response on Heads of Terms.</p> <p>15.02.18 - Attempted phone calls to EA's Agent seeking response on Heads of Terms.</p> <p>16.02.18 - Phone conversation and follow up email seeking considered response on Heads of Terms.</p> <p>21.02.18 - Email seeking considered response on Heads of Terms.</p> <p>21.02.18 - Email from EA's Agent confirming detailed response would be received on 22.02.18.</p> <p>22.02.18 - Email to EA's Agent confirming availability to discuss any issues with Heads of Terms.</p>

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
					<p>27.02.18 - Attempted phone calls to EA's Agent seeking response on Heads of Terms.</p> <p>01.03.18 - Attempted phone calls to EA's Agent seeking response on Heads of Terms.</p> <p>06.03.18 - Email to EA's agent seeking considered response on Heads of Terms.</p> <p>08.03.18 - Voicemail message and email to EA's Agent seeking considered response on Heads of Terms.</p> <p>09.03.18 - Email from EA's Agent proposing telephone conference on 12.03.2018.</p> <p>12.03.18 - Email from EA's Agent rescheduling telephone conference.</p> <p>13.03.18 - Telephone conference with EA's Agent covering his initial comments on Heads of Terms in detail.</p>
15	Davison Partnership	O/O	475, 480, 485, 575, 580, 585, 590, 595, 600, 640, 655	Terms agreed and signed	With Solicitors
16	UK Hydro Limited / Haddlesey Lock Limited		310, 325, 330	UK Hydro have been met with and parties have agreed how shared use of access will be managed.	No Further Update
17	E P Boldan	O/O	600, 605, 610, 615, 695	Terms agreed and signed	With Solicitors

No.	Landowner	Interest	Plot Number(s)	Comments	Position as per Deadline 9
18	Boldan G & E & Son	Tenant of E P Boldan	600, 610, 615	Terms agreed and signed	With Solicitors
19	Chequered Chef Catering Limited	Tenant of EPL	50, 55, 60	Managed through existing Landlord and Tenant relationship.	No Further Update

Table 2.2 - Statutory Undertaker Schedule

Sections 127 and 138 of the Planning Act 2008

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
British Telecommunications Ltd ("BT")	No	10 20 25 30 35 40 60 75 80 85 90 130 240 395	Right in respect of:- telecommunications apparatus; and/or telecommunications apparatus and buildings	No – no representation has been made.	Yes, in respect of relevant apparatus for the purpose of their undertaking.	<p>The Applicant has not had any engagement with BT. The most recent update on the position with BT was provided by the Applicant on 30 November 2017 in the Written Summary of the Applicant's Oral Case at the Issue Specific Hearing on Compulsory Acquisition [Application Document Reference 9.6].</p> <p>As no representation has been made, s127 is not engaged.</p> <p>Part 2 of Schedule 12 of the draft DCO contains protective provisions which provide suitable protection for BT's apparatus.</p> <p>It is not anticipated that that the authorised development will interfere in any way with BT's apparatus and/or rights but at this stage the possibility cannot be ruled out. Therefore, it is necessary</p>

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
		400 405 475 485 515 525 545 600 605 695				<p>to include powers to extinguish any right or remove any apparatus but made subject to the protective provisions in Schedule 12.</p> <p>Given the protective provisions in Schedule 12, the Secretary of State can be satisfied that any extinguishment or removal would be necessary for the purpose of carrying out the authorised development (s138(4)).</p>
National Grid PLC (including both National Grid Gas PLC and National Grid Electricity Transmission PLC)	<p>RR dated 03/08/2017 (PINS Ref #7)</p> <p>WR dated 01/11/2017</p>	<p><u>National Grid PLC</u></p> <p>50 125 135 165 170 175 190 665 670 675 680</p>	<p>Rights in respect of:</p> <p>Access; and/or</p> <p>Overhead electricity transmission line</p>	No – National Grid withdrew its objection to the DCO on 12 March 2018.	<p>Yes, in respect of relevant apparatus and/or relevant rights for the purpose of their undertaking.</p>	<p>The Applicant and National Grid have agreed the terms of a confidential Asset Protection Agreement, which includes within it the agreed form of Protective Provisions.</p> <p>It has been agreed between the parties that no specific provisions for the protection of National Grid are to be included on the face of the draft DCO; National Grid will instead rely on the protective provisions included in Part 1 of Schedule 12 and the terms of the Asset Protection Agreement. This is recorded in the final agreed version of the Statement of Common Ground between the parties as submitted for Deadline 9.</p> <p>National Grid withdrew its objection in a letter dated 7 March 2018 as submitted to the Examining Authority on 12 March 2018.</p>

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
		<u>National Grid Electricity Transmission PLC</u> 55 65	Rights in respect of:- Access; and/or Substation			Section 127 is therefore not engaged. Given the protective provisions in Schedule 12 and the agreed Asset Protection Agreement, the Secretary of State can be satisfied that any extinguishment or removal would be necessary for the purpose of carrying out the authorised development (s138(4)).
		<u>National Grid Gas PLC</u> 605 610 695	Rights in respect of a gas pipeline			
Northern Gas Networks Limited	No relevant or written representation has been made, however the Applicant notes the technical submission	05 10 15 55 60 75 80 85 90 95 110 115 130	Rights in respect of:- High pressure gas pipeline; and/or Medium pressure gas pipeline	No – no representation has been made.	Yes, in respect of relevant apparatus for the purpose of their undertaking.	The draft DCO contains general statutory undertaker protective provisions (included at Part 1 of Schedule 12). However, the parties have agreed the terms of a confidential Asset Protection Deed, which include within it an agreed form of protective provisions specifically for the benefit of Northern Gas Networks. The Asset Protection Deed is currently circulating for signature. The Applicant will update the Examining Authority once this has been executed by both parties and has been duly completed. Given the protective provisions in Schedule 12 and the agreed

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
	n submitted on 28 September 2017	260 270 385 390 460 465 470 510 515 525 530 535 540				Asset Protection Agreement, the Secretary of State can be satisfied that any extinguishment or removal would be necessary for the purpose of carrying out the authorised development (s138(4)).
Northern Powergrid (Yorkshire) PLC	No	05 10 15 20 25 30 40 45 50 95 110 115 120 140 145	Right in respect of:- HV cable; and/or Substation	No – no representation has been made.	Yes, in respect of relevant apparatus for the purpose of their undertaking.	<p>The Applicant has not had any substantial engagement with Northern Powergrid. The most recent update on the position with Northern Powergrid was provided by the Applicant on 30 November 2017 in the Written Summary of the Applicant’s Oral Case at the Issue Specific Hearing on Compulsory Acquisition [Application Document Reference 9.6].</p> <p>As no representation has been made, s127 is not engaged.</p> <p>Part 1 of Schedule 12 of the draft DCO contains protective provisions which provide suitable protection for Northern Powergrid’s apparatus.</p> <p>It is not anticipated that that the authorised development will interfere in any way with Northern Powergrid’s apparatus and/or</p>

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
		310 355 385 390 445 490 495 500 505 530 620 625 630 635 490 500				<p>rights but at this stage the possibility cannot be ruled out. Therefore, it is necessary to include powers to extinguish any right or remove any apparatus but made subject to the protective provisions in Schedule 12.</p> <p>Given the protective provisions in Schedule 12, the Secretary of State can be satisfied that any extinguishment or removal would be necessary for the purpose of carrying out the authorised development (s138(4)).</p>
Yorkshire Water Limited	No	05 10 15 20 25 30 40 45 75 80 85 90	<p>Rights in respect of:-</p> <p>Water main; and/or</p> <p>Public rising main; and/or</p> <p>Foul sewer; and/or</p>	No – no representation has been made.	Yes, in respect of relevant apparatus for the purpose of their undertaking.	<p>Yorkshire Water confirmed to the Applicant that it had no comments on the form of protective provisions included in Part 1 of Schedule 12 of the draft DCO.</p> <p>A copy of that correspondence which confirms this position is included at Appendix 9 of the Applicant's Response to the Examining Authority's Written Questions (Document Reference 9.1).</p> <p>Yorkshire Water is therefore protected by virtue of the protective provisions included in Part 1 of Schedule 12 of the draft DCO.</p>

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status
		95 110 115 130 330 335 340 345 395 400 405 475 480 485 535 540 545 600 605 695	Private water main; and/or Subsoil interest			As no representation has been made, s127 of the Planning Act 2008 is not engaged. Given the protective provisions in Schedule 12, the Secretary of State can be satisfied that any extinguishment or removal would be necessary for the purpose of carrying out the authorised development (s138(4)).
Canal & River Trust	RR dated 07/08/2017 (PINS Ref #8) WR dated 31/10/2017	230 345	As navigation authority for the River Aire	Yes – the Canal and River Trust made a Relevant Representation to the effect that	Yes, in respect of relevant right for the purpose of their	The parties have engaged in on-going discussions throughout the duration of the Examination period. The Applicant notes the position in the CRT's Relevant Representation and Written Representation and it is agreed between the parties that save for the protective provisions, there are no outstanding areas of disagreement between the parties. [This is recorded in the final version of the Statement of Common

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status				
				s127 is engaged.	undertaking.	<p>Ground between the Applicant and CRT as submitted at Deadline 9.]</p> <p>It is further agreed between the parties that the CRT does not own any land within the Site, and that no land agreement, easement or licence is required from CRT in order to construct, operate or maintain the authorised development. CRT's interest is in respect of its statutory function as Navigation Authority only.</p> <p>Regarding the protective provisions, the Applicant notes that the following provisions have not been agreed with the CRT (paragraph references are to those paragraphs in Schedule 12 of the draft DCO (Revision 7.0)).</p> <p>For ease, the Applicant has provided a summary as to where it has set out its position on these matters throughout the Examination.</p> <table border="1" data-bbox="1238 957 2056 1396"> <tr> <td data-bbox="1238 957 1451 1252">Paragraph 17(3) (application of the Code of Practice)</td> <td data-bbox="1451 957 2056 1252"> <ul style="list-style-type: none"> Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13] </td> </tr> <tr> <td data-bbox="1238 1252 1451 1396">Paragraph 21(1) (approval of plans and application fee)</td> <td data-bbox="1451 1252 2056 1396">Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]</td> </tr> </table>	Paragraph 17(3) (application of the Code of Practice)	<ul style="list-style-type: none"> Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13] 	Paragraph 21(1) (approval of plans and application fee)	Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]
Paragraph 17(3) (application of the Code of Practice)	<ul style="list-style-type: none"> Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13] 									
Paragraph 21(1) (approval of plans and application fee)	Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]									

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status	
						Paragraphs 30(1)(e) (specified and protective works)	Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]
						Paragraphs 30(2), (3) and (4) (expenses)	<ul style="list-style-type: none"> • Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] • Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]
						Paragraph 32(2)(b) (indemnity and consequential losses)	<ul style="list-style-type: none"> • Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] • Applicant's Responses to the Examining Authority's Further Written Questions (Deadline 5) – January 2018 [Application Document Reference 9.11] • Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]

Statutory Undertaker	Relevant or Written Representation?	Plots	Interest of Statutory Undertaker	Section 127 Engaged?	Section 138 Engaged?	Status	
						Paragraph 32(6) (cap on indemnity)	<ul style="list-style-type: none"> • Applicant's Comments on the Local Impact Report, Written Representations & Responses to the ExA's First Written Questions – (Deadline 3) - November 2017 [Application Document Reference 9.3] • Applicant's Responses to the Examining Authority's Further Written Questions (Deadline 5) – January 2018 [Application Document Reference 9.11] • Explanatory Note on Changes to the draft DCO (Deadline 8) – February 2018 [Application Document Reference 2.13]