

Secretary of State for Business, Energy and
Industrial Strategy
C/O the Planning Inspectorate
Eagle Wing 3/18, Temple Quay House, Temple
Quay,
Bristol
BS1 6PN

One Glass Wharf
Bristol BS2 0ZX

DX 7829 Bristol

BY EMAIL ONLY:
ThurrockFPG@planninginspectorate.gov.uk

For the attention of Gareth Leigh

Our ref: PM08/JB13/47016.3/MCGEA

Your ref: EN010092

12 January 2022

When telephoning please ask for: Julian Boswall

Dear Mr Leigh,

Planning Act 2008

Application by Thurrock Power Limited for an Order Granting Development Consent for the Thurrock Flexible Generation Plant project

REQUEST FOR THE SECRETARY OF STATE TO AMEND THE DRAFT DCO

1 UPDATE ON ACCESS RIGHTS ACQUISITION DISCUSSION WITH PORT OF TILBURY LONDON LIMITED AND RWE GENERATION UK PLC

- 1.1 As set out in the letter responding to the two requests for further information issued by the Secretary of State for Business, Energy and Industrial Strategy on 21 and 23 December 2021, this letter sets out the Applicant's request for a change to the draft DCO as it was submitted during the examination.
- 1.2 The Thurrock Flexible Generation Plant Development Consent order examination closed on 16 August 2021. At that date, there remained outstanding objections to the draft order submitted by Port of Tilbury London Limited ("PoTLL") and RWE Generation UK Plc ("RWE"). Thurrock Power Limited ("the Applicant") is pleased to advise that these negotiations have been successfully concluded, a suitable voluntary agreement has been signed.
- 1.3 As agreement has now been reached, and as agreed with PoTLL and RWE, the Applicant is accordingly now requesting that the powers rendered unnecessary within the draft DCO are not included by the Secretary of State in any Order granted. Section 4 of this letter lists the changes requested.
- 1.4 In summary changes are sought to:
 - (a) remove any application of compulsory acquisition and temporary possession powers to PoTLL or RWE's land;
 - (b) remove the application of powers to compulsorily undertake street works from streets within the ownership or control of PoTLL or RWE; and

WORK\42836136\v.2

6 New Street Square, London, EC4A 3BF

Atria One, 144 Morrison Street, Edinburgh, EH3 8EX

Borges Salmon LLP is a limited liability partnership registered in England and Wales (LLP number OC307212, SRA ID 401114), and is authorised and regulated by the Solicitors Regulation Authority. It is also regulated by the Law Society of Scotland. Its registered office is at One Glass Wharf, Bristol, BS2 0ZX. A list of the members may be inspected at its registered office. Further information about Borges Salmon entities, including details of their regulators, is set out on the Borges Salmon website at www.borges-salmon.com.

- (c) delete Work Nos 10 (the causeway) and 11 (the changes to the flood defence wall to install a gate to access the causeway), Work No.12 (b) (access to the causeway) and the section of Work No. 12(a) needed exclusively to access Work Nos 10, 11 and 12(b).

- 1.5 For the avoidance of doubt, development consent is still required and sought for the physical works to form new sections of access way and upgrade some access ways within PoTLL and RWE's land. In so far it is required, development consent to use the access route for the purposes of constructing, operating, maintaining and decommissioning the flexible generation station in accordance with the voluntary land rights is also still sought. The land rights required have been secured through the voluntary agreement.
- 1.6 A draft of this letter has been shared with PoTLL and RWE and is understood to be substantially agreed.

2 POWERS SOUGHT, OBJECTIONS AND AFFECTED INTERESTS

- 2.1 In case it is of assistance, we are summarising the background to this letter in this section.
- 2.2 The draft DCO as sought by the Applicant at the close of the Examination includes:
 - (a) A construction, operation and decommissioning access to the Thurrock Flexible Generation Plant main site running from the public highway A1089, through PoTLL's Tilbury 2 Port land over existing internal roads, creation of a new bend to avoid overhead lines (Work No 12(e)), into and through RWE's land over existing access routes around the cleared site of the now demolished power station (which route needs some improvement and is accordingly Work No.12(a)), and then to the main development site either over RWE land adjacent to the National Grid substation (Work No 12(c)) or over third party land (Work No12(d));
 - (b) Access for construction, and the delivery and transportation of Abnormal Indivisible Loads (AILs), over RWE land, over existing access routes to the flood defence wall for the purposes of creating and operating a new access (Work No.12(b)) and to facilitate the construction and operation of Work No.10, being a causeway for the delivery of AILs by barge, including altering the flood defence wall (Work No.11); and
 - (c) Powers of compulsory acquisition and temporary possession to construct, improve and use the accesses and causeway. PoTLL's affected land forms plots 01/04, 01/33, 01/35, 01/36, 05/01, 05/02, 05/03, 05/04 and 05/07. RWE's affected land forms plots 01/04, 01/11, 01/19, 01/20, 01/21, 01/22, 01/28, 01/30, 01/31, 01/32, 01/34, 01/37, 04/01, 04/02, 04/03, 04/05 and 04/06¹. As was advised in the submission to the examination, negotiations are ongoing between PoTLL and RWE for the acquisition of the RWE land by PoTLL.
- 2.3 A change was accepted during Examination to provide for an alternative AIL access (Work No.15) without needing to construct and use the causeway. This alternative requires AILs to be landed at the Port of Tilbury (Tilbury 1) and then stored and transported through the Port to the public highway, across the Fort Road public highway, onto a new stretch of private road within Tilbury 2 (to be constructed as a new Work No.15) and then along the same route as the other construction traffic. Bringing AILs through the Port of Tilbury (Tilbury 1) requires a handling agreement between the Applicant and PoTLL to be agreed in order for the Applicant to have certainty that this is deliverable. That agreement had not been concluded at the close of Examination.
- 2.4 Both PoTLL and RWE object to (inter alia)

¹ This is believed to belong to RWE but title investigation work is ongoing as this area is unregistered and title has not yet been proved to the extent necessary to conclude the voluntary agreement.

- (a) The compulsory acquisition of land and rights over land to create and use accesses to the development site and the AIL causeway;
- (b) The use of powers of temporary possession on their land;
- (c) The application of street works powers to streets within their land;
- (d) The creation and use of Work No 10 (the AIL causeway) and access to it (Work No. 12(b));
- (e) The works to the flood defence gate (Work No.11);
- (f) The terms of the protective provisions in their favour as proposed by the Applicant.

3 AGREEMENT REACHED

- 3.1 The Applicant and PoTLL have now reached agreement and an option agreement for a lease of easement for access was completed on 12 January 2022 The Applicant has accordingly agreed to submit this request not to be granted powers of compulsory acquisition or temporary possession, and certain other DCO powers, over the access route plots within PoTLL's ownership.
- 3.2 The agreement reached with PoTLL includes provision for the parties entering a handling agreement for the transportation of AILs through Tilbury 1. The Applicant is therefore satisfied that terrestrial delivery of AILs is adequately secured and it is not necessary to continue to seek development consent for the causeway, its accesses and the works to the flood defence wall (Work Nos 10, 11, 12(b) and part of 12(a)).
- 3.3 The Applicant and RWE have now reached agreement and an option agreement for a lease of easement for access was completed on 12 January 2022 The Applicant has accordingly agreed to submit this request not to be granted powers of compulsory acquisition or temporary possession, and certain other DCO powers, over the access route plots within RWE's ownership (other than with consent on plot 04/06 only).

4 DCO CHANGES REQUESTED BY THE APPLICANT

DCO drafting changes submitted during Examination in response to Rule 17

- 4.1 The Applicant requests that the Secretary of State does not include in any order granted Work Nos 10, 11 and 12(b). This would have the consequential effect of removing all works from the marine environment and the Applicant accordingly submits that several articles and the deemed marine licence should also be deleted from any order as they would no longer be necessary.
- 4.2 The Applicant submitted a Rule 17 response showing how it would propose the DCO would be amended if Work Nos. 10, 11 and 12(b) were removed from the application. These changes are listed in the table below, explained in REP7-090 and shown in track in REP7-092.

Article / Paragraph	Amendment	Reason
Article 1 Definitions	Deletion of definitions of: <ul style="list-style-type: none"> • 2009 Act • MMO • outline marine written scheme of investigation 	These definitions are not required where there are no works in the marine area.

	<ul style="list-style-type: none"> • preliminary navigation risk assessment • PLA 	
Article 5 Maintenance of authorised development	Deletion of sub-paragraph 5(3) which defines the scope of dredging authorised.	With no works in the marine area, no power to dredge and no deemed marine licence it is no longer necessary to define the scope of dredging consented.
Article 10 Disapplication of legislation etc.	Deletion of sub-paragraph 10(2) which disapplies parts of the Port of London Act 1968.	With no works in the marine area there is no risk of conflict with the Port of London Act 1968.
Article 30 Statutory undertakers	Amendment to reference to schedule 9 to become schedule 8.	Deletion of the Deemed Marine Licence in schedule 8 would result in protective provisions being in schedule 8 not 9.
Article 35 Deemed marine licence	Deletion of whole article.	Not required where there are no works in the marine area.
Article 37 Works in the river Thames: conditons	Deletion of whole article.	Not required where there are no works in the marine area.
Article 38 Power to dredge	Deletion of whole article.	Not required where there are no works in the marine area.
Article 39 Protective provisions	Amendment to reference to schedule 9 to become 8	Deletion of the Deemed Marine Licence in schedule 8 would result in protective provisions being in schedule 8 not 9.
Article 41 Certification of plans etc	Deletion of list items: (n) outline marine written scheme of investigation (o) preliminary navigation risk assessment (q) concept causeway design	Not required where there are no works in the marine area.
Schedules		
Schedule 1	Delete the description of Work No. 10 and replace with 'Not used'; Delete the description of Work No. 11 and replace with 'Not used'; and Delete the description of Work No. 12(b) Delete bullet (i) of further development	Where the causeway is not consented (Work No.10), there is no need or justification for Work No.11 (alteration to sea wall) or Work No.12(b) (area of access road from the sea wall to causeway).

		Where there are no marine works, bullet (i) is not required.
Schedule 2 Requirement 1	Deletion of definitions of: • concept causeway design • navigational risk assessment	Not required where Work No.10 is not consented as there will be no causeway and no works in the marine area.
Schedule 2 Requirement 4 Detailed design	Deletion of references to Work No.10, sub-paragraphs (6), (7) Deletion of subparagraph (3)	Not required where Work No.10 is not consented. Not required where Work No.11 is not consented.
Schedule 2 Requirements 13, 14	Deletion of references to Work No.10	Not required where Work No.10 is not consented.
Schedule 2 Requirement 17 Navigational risk assessment Requirement 18 Review of access for abnormal indivisible loads Requirement 19 Causeway decommissioning plan	Deletion of requirements 17, 18 and 19	Not required where Work No.10 is not consented.
Schedule 4	Deletion of last line of table (coast path).	Coast path not affected if Work No.12(b) not consented.
Schedule 8, Deemed marine licence	Deletion of whole Schedule	Not required where there are no works in the marine area.
Schedule 9 Protective provisions, Part 6	Deletion of Part 6 for the protection of the Port of London Authority.	Not required where there are no works in the marine area.
Schedule 9 Protective provisions, Part 8	Amendment of Part 8 for the protection of the Port of Tilbury London Limited to delete: • definitions of accumulation, erosion • parts of the definition of specified work relating to dredging works	Not required where there are no works in the marine area.

	<ul style="list-style-type: none"> • definition of Tilbury 2 • Part of paragraph 4(2)(b) relating to dredging works • Paragraphs 6 and 7 relating to accumulations and erosions • Paragraph 12 relating to the passage plan • Paragraph 14(1)(b) relating to aids to marine navigation • Paragraph 14(1)(d) in part where relating to marine navigation and dredging 	
Schedule 9 Protective provisions, Part 10	<p>Amendment of Part 8 for the protection of RWE to delete reference to plot 04/02</p> <p>Deletion of paragraph 9</p>	<p>This plot is under (under Work No.12(b)) which would no longer be consented and which should therefore be removed from CA.</p> <p>Not required where Work No.11 is not consented</p>

Further changes sought

- 4.3 Whereas the Rule 17 request concerned the changes necessary to delete the causeway and associated works from the DCO as sought by PoTLL and RWE during Examination, the change now sought includes further additional items. The additional changes set out in paragraphs 4.7 to 4.10 below are requested in order to remove powers of compulsory acquisition and temporary possession over PoTLL and RWE's land, to exclude the application of street works powers and selected other powers.
- 4.4 In summary the Applicant has agreed with PoTLL and RWE that it will make this request to seek that, within any DCO granted, the powers created by the following articles do not compulsorily apply to the PoTLL and RWE land which will be covered by the access agreement. How that is proposed to be achieved is summarised in the list below with specific drafting amendments following.
- (a) Article 2 (Interpretation):
- (i) Insert a definition of the Port;
- “the Port” means
- (a) any land (including land covered by water) within the Port of Tilbury which is owned or used by Port of Tilbury London Limited for the purposes of its statutory undertaking; as at the date of the Order;
- (b) the Work No. 15 land; and
- (c) any land within the limits of deviation of Work Nos. 12(a), 12(c), 12(d) and 12(e), and any land comprised in plots 01/09, 01/10 and 01/15 shown on the land plans and special category land plans, in which Port of Tilbury London Limited holds an interest”;
- together with any quays, jetties, docks, river walls and other land (including land covered by water) or works held in connection with that undertaking”; and

- (ii) insert a new definition of Work No.15 Land providing “Work No.15 Land”: means the land within the limits of deviation of Work No. 15 owned by Port of Tilbury London Limited;
- (b) Article 3 (Development consent etc. granted by the Order): this will be restricted in its application to the PoTLL and RWE land by the protective provisions so that development consent is still granted but works cannot be carried out without consent.
- (c) Article 8 (Consent to transfer benefit of Order): this will be restricted in its application to the PoTLL and RWE land by the protective provisions so that consent is required in so far as that land is affected.
- (d) Article 10(4) (Disapplication of legislation etc.); PoTLL requested an amendment to item (c) to provide that use of all streets within the Port would not conflict with the Port of Tilbury (Expansion) order 2019. The Applicant has agreed to seek that change and therefore requests that the reference to ‘Substation Road’ is deleted and replaced with ‘any street within the Port or Work No.12’.
- (e) The powers set out in articles 11 (Street works), 12 (Application of the 1991 Act), 13 (Temporary restriction of use of streets), 14 (Access to works), 15 (Traffic regulation), 16 (Discharge of water), 17 (authority to survey and investigate the land), and 18 (Removal of human remains) will be defined as a ‘specified work’ and restricted in their application to the PoTLL land by the protective provisions; and as ‘specified powers’ and restricted in their application to the RWE land by the protective provisions.
- (f) Articles 19 -32 Powers of Acquisition.
 - (i) The application of the powers set out in articles 19 (Compulsory acquisition of land), 22 (Compulsory acquisition of rights), 25 (Acquisition of subsoil only) and 30 (Statutory undertakers) will be excluded by paragraph 3(3) of the PoTLL Protective provisions so these articles have no effect over PoTLL, land, and excluded by paragraph 3(1) of the RWE Protective provisions so these articles have no effect over RWE land, other than plot 04/06 where consent is required (explained below).
 - (ii) Articles 20 (Statutory authority to override easements and other rights) and 23 (Private rights) will be restricted in application to the PoTLL and RWE land by the protective provisions so that consent is required in so far as that land is affected (paragraph 3(3) of the PoTLL protective provisions, and paragraph 3(6) of the RWE protective provisions).
 - (iii) Article 21 creates a time limit for exercising powers of compulsory acquisition; as those powers cannot be exercised on the PoTLL or RWE land per the protective provisions, without their consent this article has no effect in relation that land if no such consent is given as there is no compulsory acquisition for it to attach to. The same applies to articles 24 (Application of the 1981 Act) and 26 (Modification of Part 1 of the 1965 Act).
 - (iv) The powers set out in articles 27 (Rights under or over streets), 28 (Temporary use of land for carrying out the authorised development), and 29 (Temporary use of land for maintaining the authorised development) will be restricted in their application to the PoTLL land by the protective provisions; and defined as ‘specified powers’ and restricted in their application to the RWE land by the protective provisions.
 - (v) Article 31 (Apparatus and rights of statutory undertakers in stopped up streets) only applies where the power under article 13 (Temporary restriction of use of streets) is used; the exercise of that power on PoTLL or RWE land will be subject to consent as

set out at (c) above. Accordingly this article would only apply where PoTLL or RWE has consented to the exercise of the power under article 13.

- (vi) Article 32 (Recovery of costs of new connections) only applies where the power in article 30 is relied on. The application of Article 30 is excluded by paragraph 3(3) of the PoTLL protective provisions and paragraph 3(1) of the RWE Protective provisions so this article has no effect over the PoTLL and RWE land.
 - (g) Article 35 (*formerly 36*) (Felling or lopping of trees and removal of hedgerows) has been added to 'specified work' and restricted in their application to the PoTLL land by the protective provisions; and added to 'specified powers' and restricted in their application to the RWE land by the protective provisions.
 - (h) Article 37 (*formerly 40*) (Operational land for the purposes of the 1990 Act) and article 41 (*formerly 44*) (Application of landlord and tenant law) will be excluded by paragraphs 3(5) and (6) of the PoTLL protective provisions and paragraphs 3(2) and (3) of the RWE.
- 4.5 The drafting below is based on the DCO as submitted in response to the Rule 17 request at deadline 7 (REP7-092) and which therefore already incorporates all of the changes in the table above. A further draft DCO incorporating all of the above changes has been submitted along with this request.

Schedule 8, Protective Provisions, Part 7 FOR THE PROTECTION OF PORT OF TILBURY LONDON LIMITED

- 4.6 **The Applicant requests in Schedule 8, Part 7, definition of "specified work" and paragraph 3 are deleted and replaced with the following:**

"specified work" means any work, activity or operation authorised by this Order and their associated traffic movements which may affect-

- (a) the Port;*
- (b) access to and from premises within the Port;*
- (c) streets within the Port;*
- (d) navigation within the Port; and*
- (e) the functions of Port of Tilbury London Limited as the statutory harbour authority for the Port;*

and specifically includes, but is not limited to, the exercise of the powers conferred by articles 3 (Development consent etc. granted by the Order, 11 (street works), 12 (Application of the 1991 Act), 13 (temporary restriction of use of streets), 14 (access to works), 15 (traffic regulation), 16 (discharge of water), and 35 (Felling or lopping of trees and removal of hedgerows) of the Order.

3.—(1) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to the Port, unless preventing such access is with the consent of Port of Tilbury London Limited.

(2) The undertaker must notify Port of Tilbury London Limited prior to exercising its powers conferred by articles 11 (street works) or 13 (temporary restriction of use of streets) in respect of any of the affected highways. Notification under this sub-paragraph will be effected by the undertaker sending to Port of Tilbury London Limited a copy of the documents seeking consent to or approval of the works or measures under those articles at the time as they are submitted to the relevant street authority for such consent or approval. The undertaker must also forward to Port of Tilbury London Limited a copy

of any response received by the undertaker from the relevant street authority in response to any such submission for consent or approval under those articles.

(3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order the undertaker must not acquire any land interest or apparatus under articles 17, 18, 19, 22, 25, 27, 28, 29 or 30 enter on any land, acquire any land interest or apparatus or override any easement or other interest of Port of Tilbury London Limited otherwise than by agreement.

(4) Articles 20 and 23 do not apply to the Port and any interests or rights held by Port of Tilbury London Limited unless otherwise agreed by Port of Tilbury London Limited, acting reasonably.

(5) Regardless of any provision in this Order and in particular article 37 (Operational land for the purposes of the 1990 Act), no part of the Port or streets within the Port will become operational land of the undertaker, and nothing under this Order will affect the status of the land in so far as it forms operational land of Port of Tilbury London Limited.

(6) Article 41 (Application of landlord and tenant law) does not apply to any agreement entered into between the undertaker and Port of Tilbury London Limited in relation to the authorised development and/or the Port.

(7) In so far as it applies within the Port, the Applicant may not transfer the benefit of the Order under article 8 (Consent to transfer benefit of Order), without the consent of Port of Tilbury London Limited, which consent may not be unreasonably withheld

Schedule 8, Protective Provisions, Part 9 FOR THE PROTECTION OF RWE GENERATION (UK) Plc

4.7 RWE at deadline 7 and the Applicant at deadline 8 (REP8-001 at 5.3) both submitted that the only outstanding point of disagreement between the parties on the drafting of the protective provisions related to the Acquisition of Land and Exercise of Powers, section 3. Following conclusion of the voluntary access agreement and further to this consequential request to remove powers of compulsory acquisition from RWE's land, the Applicant now agrees that RWE's preferred drafting² of this section is appropriate under the amendments shown in the version below. These amendments are required to comply with the scope of this request as it was agreed to be submitted by the Applicant in the option agreement.

4.8 RWE has not yet been able to satisfy the Applicant on its title to Plot 04/06. In order to protect the position, compulsory acquisition powers are sought for Plot 04/06 but will be restricted to being exercised only with the consent of RWE in order that any currently unknown interest arising can be acquired where necessary .

4.9 **The Applicant therefore requests in Schedule 8, Part 9, definition of “specified powers” and paragraph 3 are deleted and replaced with the following:**

“specified powers” means the powers conferred by articles 11 (street works); 12 (Application of the 1991 Act), 13 (temporary restriction of use of streets); 14 (access to works); 15 (traffic regulation); 17 (authority to survey and investigate the land); 18 (removal of human remains); 27 (rights under or over streets); 28 (temporary use of land for carrying out the authorised development); 29 (temporary use of land for maintaining the authorised development), and 35 (Felling or lopping of trees and removal of hedgerows) of the Order.

² A set out in REP5-029

3. (1) *Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order the undertaker must not acquire any land interest or apparatus under articles 19, 22, 25 or 30 override any easement or other interest of RWE otherwise than by agreement.*

(2) *Regardless of any provision in this Order and in particular article 37 (Operational land for the purposes of the 1990 Act), no part of the site and the affected highways or streets within the site will become operational land of the undertaker, and nothing under this Order will affect the status of the land in so far as it forms operational land of RWE.*

(3) *Article 41 (Application of landlord and tenant law) does not apply to any agreement entered into between the undertaker and RWE in relation to the site.*

(4) *At least 56 days before the undertaker exercises any or all of:*

(a) the specified powers in respect of the site and the affected highways or streets within the site; or

(b) the specified powers in respect of the RWE Undertaking (insofar as that Undertaking is located outside of the site); or

(c) the powers referred to in sub-paragraph 3(6),

the undertaker must submit to RWE details of the works to be undertaken in reliance on those powers.

(5) *Any specified powers:*

(a) in respect of the site and the affected highways or streets within the site must not be exercised except with the agreement of RWE; and

(b) in respect of the RWE Undertaking (insofar as that Undertaking is located outside of the site) must not be exercised without the undertaker first consulting RWE on the details submitted pursuant to sub-paragraph 3(2) and taking account of any consultation response.

(6) *The undertaker must not exercise the powers conferred by article 3 (Development consent etc. granted by the Order), article 8 (Consent to transfer benefit of Order), 16 (discharge of water) article 20 (statutory authority to override easements and other rights) or article 23 (extinguishment of private rights) in relation to any land in the site without the consent of RWE.*

(7) *Any agreement or approval or consent to be given by RWE under this paragraph:*

(a) Must not be unreasonably withheld or delayed; and

(b) May be given subject to such reasonable requirements and/or conditions as RWE may have or consider necessary for the protection of the RWE Undertaking.

(8) *If RWE refuses any approval or agreement or consent sought under this paragraph then that refusal must be accompanied by a statement of grounds for refusal.*

5 CERTIFIED DOCUMENTS

5.1 For documents other than the DCO, the Applicant now requests that the changes made in response to the Rule 17 request showing the changes necessary if the causeway were removed are adopted, and the Rule 17 versions used as the basis plans for certification. In particular the Applicant requests that the following versions of each item form the basis for the certified plans and documents:

- (a) The location and order limits plans (REP7-052);
- (b) The Works plans (REP7-054); and
- (c) The Rule 17 ES documents and outline plans:
 - (i) REP7-067 A6.2.2 Environmental Statement Volume 2 - Chapter 2: Project Description - Causeway removal
 - (ii) REP7-069 A6.5.1 Environmental Statement Volume 5 - Chapter 31: Summary of Inter-Related Effects - Causeway removal
 - (iii) REP7-071 A6.5.2 Environmental Statement Volume 5 - Chapter 32: Summary of Cumulative Effects - Causeway removal
 - (iv) REP7-073 A6.5.3 - Environmental Statement Volume 5 -Chapter 33: Summary of Further Mitigation, Residual Effects and Monitoring - Causeway removal
 - (v) REP7-075 A6.6.1 Environmental Statement Volume 6 - Appendix 2.1: Register of Mitigation, Enhancement and Monitoring Commitments - Causeway removal
 - (vi) REP7-077 A6.6.11Environmental Statement Volume 6 - Appendix 9.3: Biodiversity Net Gain Assessment - Causeway removal
 - (vii) REP7-081 A8.4 Design Principles Statement - Causeway removal
 - (viii) REP7-083 A8.6 Outline Code of Construction Practice - Causeway removal
 - (ix) REP7-085 A8.7 Outline Ecological Management Plan - Causeway removal
 - (x) REP7-087 A8.8 Outline Construction Traffic Management Plan - Causeway removal
 - (xi) REP7-089 Explanatory Memorandum - Causeway removal
 - (xii) REP7-091 Statement of Reasons - Causeway removal

5.2 The Applicant submits that the Rule 17 Land Special Category Land and Crown Land Plans (REP7-053) and Book of Reference (REP7-063) should be directed to be amended before certification in order to:

- (a) On the lands plans: remove the colouring from the plots in the ownership of PoTLL and RWE; and
- (b) In the Book of Reference: delete the plots in the ownership of PoTLL and RWE.

In both cases (a) and (b) and with reference to the Rule 17 revision of the Land Special Category Land and Crown Land plans (REP7-053) and Book of Reference (REP7-063), the plots concerned are:

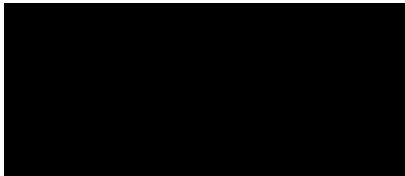
- (i) PoTLL: 01/04, 01/33, 01/35, 01/36, 05/01, 05/02, 05/03, 05/04 and 05/07;
- (ii) RWE: 01/04, 01/11, 01/19, 01/20, 01/21, 01/22, 01/28, 01/30, 01/31, 01/32, 01/34, 01/37, 04/01, 04/03 and 04/05; and
- (iii) for the avoidance of doubt, the following further RWE plots already deleted from the Rule 17 revisions but which are shown in the deadline 7 submissions are also requested to be omitted: being the southern portion of plot 04/01 and all of plot 04/02.

- 5.3 Plot 04/06, which is believed to be owned by RWE but for which title investigation work is ongoing, shall be retained in the land plans and book of reference but the application of compulsory powers will be subject to consent under the protective provisions.

6 OUTSTANDING DISAGREEMENT ON DCO DRAFTING POINTS

- 6.1 The Applicant understands that given the request for the change to the protective provisions in favour of RWE, there are no further outstanding points of disagreement on the drafting of the protective provisions between the Applicant and RWE.
- 6.2 Even with the amendments requested in this letter, there are a small number of drafting points not agreed between the Applicant and PoTLL, particularly on the protective provisions. In particular, the parties remain not agreed on the definition of 'Port' despite the amendments agreed in this letter, and remain not agreed on the costs provisions.

Yours sincerely,



Partner
BURGES SALMON LLP