

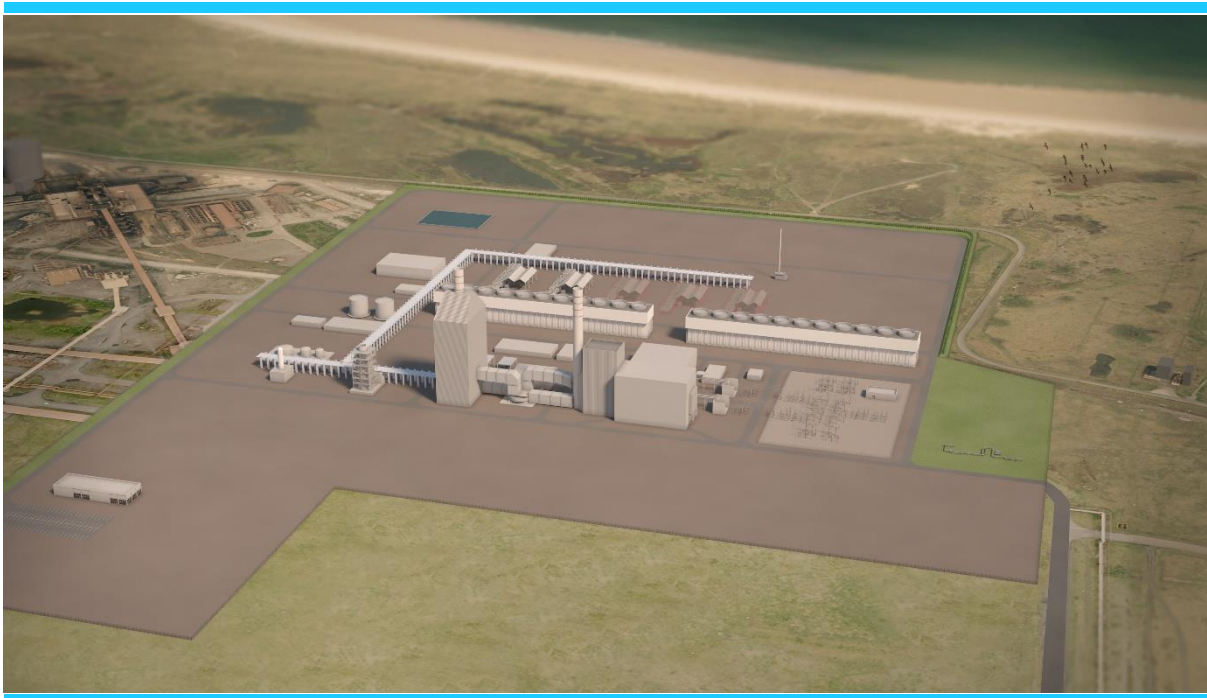
Net Zero Teesside Project

Planning Inspectorate Reference: EN010103

Land at and in the vicinity of the former Redcar Steel Works site, Redcar and in Stockton-on-Tees, Teesside

The Net Zero Teesside Order

Document Reference: 2.1b - Schedule of Changes to the draft Development Consent Order



Applicants: Net Zero Teesside Power Limited (NZN Power Ltd) & Net Zero North Sea Storage Limited (NZNS Storage Ltd)

Date: July 2022

DOCUMENT HISTORY

Document Ref	2.1b		
Revision	1.0		
Author	James Gibson (JG)		
Signed	JG	Date	07.07.2022
Approved By	Nick McDonald (NM)		
Signed	NM	Date	07.07.2022
Document Owner	Pinsents		

THE NET ZERO TEESSIDE ORDER

EXPLANATION OF CHANGES MADE TO THE DRAFT DEVELOPMENT CONSENT ORDER ('DCO') AT DEADLINE 4 (7 JULY 2022)

Due to the insertion of new paragraphs/requirements in the updated draft DCO, the numbering and internal cross referencing (including the contents) within the draft DCO have been updated accordingly. These changes, along with minor typographical amendments for clarity and consistency are not set out below. The numbering referred to below is to that in the updated draft DCO.

Article / Requirement number in draft DCO	Explanation of Change
Article 2 (Interpretation)	Definition of “relevant highway authority” has been added, to enable both the highway authority and National Highways to be referenced in requirements (see explanation of change to Schedule 2, Requirements 18, 19 below).
Article 2 (Interpretation)	Definition of “Sembcorp Utilities (UK) Limited” has been added.
Article 2 (Interpretation)	Definition of “STDC area” has been added.
Article 25 (Compulsory acquisition of rights etc.)	Article 25 has been amended in relation to the acquisition of rights for the benefit of statutory undertakers – to simplify the drafting the relevant wording has been removed from paragraph (1), with paragraph (2) setting out that the powers of paragraph (1) may be exercised by a statutory undertaker where the undertaker transfers the power to them, and that this may only be done with the consent of the Secretary of State. The latter provides an appropriate control over the potential exercise of the powers in article 25 by statutory undertakers, and is in line with various recent DCOs (such as the Cleve Hill Solar Park Order 2020 and the Riverside Energy Park Order 2020).
Article 47 (Arbitration)	Insertion to include subject to article 42 (saving for Trinity House), at the beginning of this article, to address comments from Trinity House.
Schedule 2 (Requirements), Requirement 2	Amendment to Requirement 2(1) to specify that notice of the intended start of commissioning of the authorised development must be given to the relevant planning authority no later than fourteen days prior to the date that commissioning is started rather than where practicable prior to such start and in any event within seven days from the date that commissioning is started.

Article / Requirement number in draft DCO	Explanation of Change
	<p>Amendment to Requirement 2(2) to specify that notice of the intended date of final commissioning of the authorised development must be given to the relevant planning authority no later than fourteen days prior to the date of final commissioning rather than where practicable prior to such start and in any event within seven days from the date of final commissioning.</p> <p>This change aligns the notice period to the relevant planning authority with a new commitment under Part 16 of Schedule 12 (protective provisions for the benefit of Sembcorp Utilities (UK) Limited) to notify Sembcorp no later than 14 days before the date commissioning is started and the date of final commissioning.</p>
Schedule 2 (Requirements), Requirements 3, 4, 7, 8, 12, 13, 25	South Tees Development Corporation has been added as a consultee to part of these Requirements where information must be submitted to and approved by the relevant planning authority.
Schedule 2 (Requirements), Requirement 13	Amendment to replace the word 'data' in 'site investigation data' with 'scheme', to address comments of the Environment Agency.
Schedule 2 (Requirements), Requirement 16	Amendments to replace 'commercial entities' with 'businesses' in relation to notification of any significant construction impacts and to remove extraneous wording in relation to handling any complaints received from businesses or local residents, to address comments from Sembcorp.
Schedule 2 (Requirements), Requirements 18, 19	National Highways has been added as a consultee to these Requirements where information must be submitted to and approved by the relevant planning authority.
Schedule 2 (Requirements), Requirements 18, 19	Amendment to specify that the plans submitted and approved must include the profile of activity across the day during construction, as agreed with National Highways.
Schedule 2 (Requirements), Requirements 18, 19	Amendment to " <u>relevant</u> highway authority" to ensure it is clear that the relevant planning authority must consult both the local highway authority and National Highways – see new definition of "relevant highway authority" above in relation to article 2.
Schedule 2 (Requirements), Requirement 25	Amendment to specify that a scheme for the restoration of any land within the Order limits which has been used temporarily for construction must include remediation of contamination caused by the undertaker's activities, to address comments of the Environment Agency.

Article / Requirement number in draft DCO	Explanation of Change
Schedule 2 (Requirements), Requirement 29	Sembcorp Utilities (UK) Limited has been added as a party that must be invited to join the local liaison group, to address Sembcorp's comments.
Schedule 2 (Requirements), Requirement 32	A new limb has been added that states where the relevant planning authority does not approve a decommissioning environmental management plan or evidence that any necessary planning consents have been granted for decommissioning submitted by the undertaker, then within a period of 2 months from the notice (or such period as may be agreed with the relevant planning authority) a further submission must be made. To address comments from CF Fertilisers (UK) Limited, INEOS Nitriles (UK) Limited and PD Teesport Limited.
Schedule 2 (Requirements), Requirement 36	This is a new paragraph, to provide that where a requirement specifies that the relevant planning authority must consult STDC, that applies to the extent that the matters submitted for approval relate to any part of the authorised development which is within the "STDC area" or in the relevant planning authority's opinion could affect the "STDC area".
Schedule 3 and various parts of Schedule 12	The wording excluding indirect and consequential losses has been removed from Schedule 3 (which contains protective provisions for the benefit of the undertaker) and from a number of parts of Schedule 12 (which contains protective provisions for the benefit of others), in response to representations from and negotiations with the relevant parties.
Schedules 10 and 11 – Deemed Marine Licence Under the 2009 Act: Project A and Project B, Part 3(15)	Historic England has been added as a consultee on the written scheme of archaeological investigation that must be submitted to and approved by the MMO. To address comments from Historic England.
Schedules 10 and 11 – Deemed Marine Licence Under the 2009 Act: Project A and Project B, Part 3(28)	<p>New condition added requiring the undertaker to submit a marine safety management system to the MMO. The licensed activities cannot commence until this is approved in writing and the licensed activities must then be carried out in accordance with the approved marine safety management system. To address comments from the MMO.</p> <p>There is no need to submit a marine safety management system for approval where one is in place that applies to the relevant part of the licensed activities – evidence of this must be provided to the MMO. This is most likely to apply where the undertaker engages a contractor who has an existing marine safety management system in place.</p>

Article / Requirement number in draft DCO	Explanation of Change
Schedule 12 (Part 4) For the protection of Air Products plc	Deletion of paragraphs within protective provisions for the benefit of Air Products Plc which were a repetition.
Schedule 12 (Part 5) For the protection of CATS North Sea Limited	Various provisions have been amended, to reflect the positions agreed between the undertaker and CATS or to respond to representations by CATS, including deletion of the requirement that a “significant” adverse effect on the CATS pipeline is required for CATS to withhold authorisation, to control blasting within the vicinity of the CATS pipeline, for monitoring for any damage caused to the CATS pipeline and to set out what must happen if there is damage, and to provide for the payment of CATS’ reasonable expenses in relation to works and authorisations relating to the authorised development.
Schedule 12 (Part 7) For the protection of Exolum Seal Sands Limited	Various provisions have been amended, to reflect the negotiations between the undertaker and Exolum, including in relation to the definition of the Exolum operations; adding a definition of restricted works (which is then used within the controls in the protective provisions) and what must be provided when works details are to be provided to Exolum. The provisions relating to the control of works have been amended to provide further detail on the process that must be followed and the works to which they apply. There is a new provision which ensures that Exolum’s operations will not be impacted by the use of the powers under the Order, providing certainty for Exolum that its operations can continue and that access to them will be maintained. New provisions have also been added in relation to cathodic protection and to provide for the payment of Exolum’s reasonable expenses in relation to works and authorisations relating to the authorised development. The arbitration clause has also been amended to make clear works details approved through arbitration are to be complied with by the undertaker.
Schedule 12 (Part 16) For the protection of Sembcorp Utilities (UK) Limited	The protective provisions have been updated to take into account the negotiations between the parties and in response to Sembcorp’s representations. Provisions have been added dealing with the removal of apparatus and the provision of alternative apparatus, and the definitions of apparatus and Sembcorp operations now encompass both Sembcorp’s own operations and those which it manages (i.e. the Sembcorp corridor, within which the CO ² Gathering Network is to be located), so that Sembcorp has a control over all of these, and can provide authorisations under the protective provisions considering all of the apparatus and operations which are now encompassed. The protections in relation to works and apparatus apply except where the undertaker obtains the consent of a third party owner or operator (which it may do for instance under one of the other sets of protective provisions, for the benefit of a party with apparatus within the Sembcorp corridor). In this case the undertaker must still provide Sembcorp with the information provided to the third party owner or operator and a copy of any approval

Article / Requirement number in draft DCO	Explanation of Change
	<p>from them. Provisions have also been added relating to insurance, Sembcorp's expenses, participation in community or Wilton groups co-ordinated by Sembcorp, and the provision of notice to Sembcorp in relation to the timing of commissioning of the relevant elements of the authorised development.</p>
<p>Schedule 12 (Part 19) For the protection of South Tees Development Corporation</p>	<p>The protective provisions have been substantially updated to incorporate a process to govern whether the undertaker can use powers of compulsory acquisition or temporary possession in relation to certain parts of the authorised development (the proposed work) if STDC can provide an alternative.</p> <p>The six elements to which this relates are called the AIL access route work (the road known as 'Red Main' between the PCC Site and Redcar Bulk Terminal, part of WN10); the discharge outfall works (that part of the existing outfall to Tees Bay which falls within the Teesworks site, part of WN5A), the parking works (part of the construction laydown area next to the PCC Site and which is required for parking, part of WN9A), the southern access route works (the route from Tees Dock Road up to near Tod Point substation, part of WN10), the PCC site access route works (an access route within the Teesworks site to the PCC Site, part of WN10), and the water connection works (the connection for water supply to the PCC Site, WN4).</p> <p>The protective provisions prevent the undertaker from exercising the identified powers in relation to each of those works unless it has served a works notice on STDC, and after which STDC has the ability to serve a diversion notice under which it must set out the works which would constitute the relevant diversion works. Those must comply with the diversion condition, which sets out the requirements which must be achieved so that the undertaker has sufficient certainty that the diversion works are available, deliverable and cost effective. The elements of the diversion condition are in some cases general ones which would apply to each of the diversion works, and others are specific to the particular diversion works.</p> <p>The undertaker must then consider the diversion notice and confirm whether it is agreed, not agreed or that further information is required (which it must specify). The undertaker can only notify STDC that it is not agreed if it reasonably considers that the diversion condition is not satisfied, and it must provide reasons. STDC can submit the requested further information or a revised diversion notice, and the undertaker must once again consider this and respond.</p> <p>Once a diversion notice is accepted, the parties must use reasonable endeavours to enter into a diversion works agreement – this is required so that the undertaker obtains the necessary land rights to carry out or use the diversion work, and to ensure the delivery of the diversion work (by either STDC</p>

Article / Requirement number in draft DCO	Explanation of Change
	<p>or the undertaker). If the parties do not enter into an agreement, then either may refer the matter to arbitration, with the arbitrator to determine if a diversion works agreement can be put in place which achieves the diversion condition and, if so, the terms of the agreement. The parties must then enter into a diversion works agreement in that form.</p> <p>Where the result of the process is that a diversion works agreement is entered into, the undertaker is prevented from exercising the identified powers. Where the process does not result in a diversion works agreement being entered into, the undertaker is able to exercise compulsory acquisition or temporary possession powers in relation to the relevant proposed work.</p> <p>The process deliberately includes specific time periods for the taking of each action by STDC and the undertaker, and an overall period for the process of considering works and diversion notices, so that there is certainty as to how long the process may take. This means that there is a clear and defined process, and ensures that the undertaker is able to implement the authorised development – and realise its substantial benefits – without undue delay if it is not possible for a diversion works agreement to be entered into.</p> <p>In addition the protective provisions have been updated to reference STDC, Teesworks Limited and STDL, with the provisions applying to the Teesworks entity – this is defined by reference to the freehold owner of the Teesworks site so that the protective provisions apply to whichever party is the owner of the relevant part of the Teesworks site, and so that the undertaker has the certainty of which party it needs consent from or otherwise needs to interact with under the protective provisions. To ensure that the Teesworks entities each have access to the relevant information, the updated protective provisions require that where the undertaker provides information or a notice to one of the Teesworks entities, a copy must also be provided to the other entities.</p>
Schedule 12 (Part 20) For the protection of the Breagh Pipeline Owners	It has been agreed that the protective provisions are amended so that they are for the benefit of the Breagh Pipeline Owners (as defined) instead of solely Ineos UK SNS Limited.
Schedule 12 (Part 25) For the protection of Northumbrian Water Limited	New protective provisions have been inserted for the benefit of Northumbrian Water, rather than it relying on the general provisions at Part 1. This approach is agreed between the Applicants and Northumbrian Water. The form of protective provisions in Part 25 is based on those the Applicants received from Northumbrian Water, and the Applicants consider that they adequately protect Northumbrian Water’s statutory undertaking.

Article / Requirement number in draft DCO	Explanation of Change
Schedule 12 (Part 26) For the protection of Northern Gas Networks Limited	New protective provisions have been inserted for the benefit of Northern Gas Networks Limited, rather than it relying on the general provisions at Part 1. This approach is agreed between the Applicants and Northern Gas Networks Limited. The form of protective provisions in Part 26 is based on those the Applicants received from Northern Gas Networks Limited, and the Applicants consider that they adequately protect Northern Gas Networks Limited's statutory undertaking.
Schedule 12 (Part 27) For the protection of North Tees Limited, North Tees Rail Limited and North Tees Land Limited	New protective provisions have been inserted for the benefit of the North Tees Group. These ensure that prior to commencing any works within the North Tees Group's land or which could have an effect on access to the North Tees Group's adjacent land, works details must be submitted to and approved by the North Tees Group and who can impose reasonable requirements on any approval, in the circumstances set out. An indemnity is also provided for the North Tees Group. The Applicants consider that the provisions adequately protect the North Tees Group's interests in and adjacent to the Order limits.