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IN THE MATTER OF AN APPLICATION FOR A DEVELOPMENT
CONSENT ORDER UNDER THE PLANNING ACT 2008
AND IN THE MATTER OF A DRAFT ORDER FOR
THE NET ZERO TEESIDE PROJECT
AND IN THE MATTER OF THE NORTH TEES GROUP

**ISSUE SPECIFIC HEARING INTO dDCO (ISH5)
SUBMISSIONS AND POSITION STATEMENT ON
BEHALF OF NORTH TEES GROUP**

1.

Kind Regards.

North Tees

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**SUBMISSIONS AND POSITION STATEMENT ON
BEHALF OF NORTH TEES GROUP**

1. These are the Submissions and Position Statement on behalf of the North Tees Group (NTG). The three companies concerned, and the respective plot numbers, are:

- (1) North Tees Ltd (“NTL”): plot nos. 81-83, 120-121, 124, 124a, 124b and 124d; temporary possession rights are sought over plot nos.124a and 124b, and New Rights in perpetuity over the remainder;
- (2) North Tees Rail Ltd (“NTR”): plot nos.84-88, over which New Rights in perpetuity are sought;
- (3) North Tees Land Ltd (“NTLL”): plot nos.119, 128 and 128a, New Rights in perpetuity are sought over the first two plots and temporary possession over the last one.

2. These Submissions set out the position of NTG in respect of, firstly, Part 26 of Schedule 12 to the dDCO, secondly, Article 8 of the dDCO and thirdly Schedule 2 to the same.

Part 26 of Schedule 12

3. Until recently NTG advanced their requirements by way of negotiations for an agreement for the grant of an option for rights in favour of the Applicant. As the Applicant unreasonably delayed the negotiations, the requirements as to protective provisions in Part 26 of Schedule 12 to the dDCO (Part 26) largely emanate from matters so far agreed, or requested, in those negotiations, and in NTG's response to Deadline 6.

4. In its response to Deadline 9, NTG stated that Part 26 was wholly inadequate and that their position is very similar to that of Sembcorp, for whom there are protective provisions at schedule 16 of schedule 12 to the dDCO. The corridor for New Rights that concerns, inter alia, plot nos. 81-88, 119-121, 124, 124d and 128 is of a width of about 70 metres containing a number of pipes laid and installed under easements. As the pipes and supporting structures (Apparatus) are on land either owned or leased to NTG, it is a reasonable assumption that some of this Apparatus may be owned or leased by NTG, and therefore part of the land of which NTG is a registered proprietor, which ownership requires protection.

5. Part 26 should be amended and/or added to as follows.

6. First, the following paragraphs of Part 16 schedule 12 shall be added to Part 26 with any references to Sembcorp substituted with references to NTG, namely, paras 180, 182 (with an additional provision that the undertaker shall not exercise its rights to remove apparatus where adequate space remains within the pipeline corridor to undertake the authorised development), 183,

185 (save that NTG shall not be liable for design approval), 186 (with additional (c) reasonable requirement for efficient and economic use of the corridor by the undertaker and (d) the terms of any legally binding agreements and/or easements entered into by NTG for the use of the service corridor), 187, 188 (with additional requirement for public and third party liability insurance and contamination liability for sums at an appropriate level, determined by an arbitrator if not agreed to be maintained at all times), 189 (with additional requirements for coverage for all costs for approvals during the lifetime of the project and contribution to maintenance of shared items - access, services, infrastructure and groundwater monitoring) and 195.

7. Second, further or alternatively, para 308(1) of Part 26 should include any part of the authorised development (and any access in the future e.g. repairs maintenance and alterations) which would have an effect on any land owned by NTL, NTR or NTLL within the Order limits.

8. Third, there should be a provision obliging the Undertaker to reinstate after the construction of Authorised Works No.6.

9. Fourth, para 309 of Part 26 concerning indemnity should include construction, use maintenance, failure of the authorised development of act or default of the undertaker, subsidence, contamination or migration of contamination and interference with third party rights. Para 309 (2) should be deleted.

10. Fifth, if the Undertaker abandons use of Works No.6, it shall give written notice and remove (unless NTG specifies otherwise) and reinstate the affected land.

11. Sixth, the Undertaker shall keep the Authorised Works No.6 in proper repair at all times and in compliance with all relevant statutory obligations,

and no additional apparatus such as let-down and metering stations shall be provided.

12. Seventh, the Undertaker shall remedy at its expense any contamination (including migration) attributable in any way to Works No.6 to the lands owned and/or leased by NTG.

13. Eighth, having regard to the wide definition of “permitted preliminary works”, at Article 2(1) of the dDCO, NTG submits that the nature of these works could be significant and give rise to material concerns necessitating approval being obtained before these works were undertaken. Furthermore, it would be inappropriate for the Applicant to create temporary enclosures and site security without an approval mechanism being in place, for security and safety reasons. Ground investigations that may exacerbate or disturb existing contamination equally require approval mechanisms. Pre and post entry surveys will be needed to record condition.

14. Ninth, the undertaker will not remove any apparatus or infrastructure where there is adequate space in the pipeline corridor for Works No.6 save for where engineering modifications to support apparatus necessitate .

15. Tenth, provisions should enable NTG its servants and contractors and others to enter the New Rights corridor and Temporary Possession areas to undertake maintenance, repairs and lay further services without obstruction by the undertaker save for reasonable periods only.

16. NTG submits that the Examining Authority should recommend that Part 26 of Schedule 12 to the dDCO be amended to reflect the above matters.

Article 8 of the dDCO

17. Article 8 of the dDCO enables the Applicant to transfer any or all of the benefit of the provisions of the Order to another party, with some exceptions. Article 8 fails to contain any provisions by which the financial standing of any intended transferee may be tested, or any criteria for the same. Any transferee would become bound by the protective provisions in schedule 26 under which there are obligations for works and or indemnities, which obligations would become meaningless if the transferee had inadequate financial standing. NTG submits that some rigorous test of financial standing of an intended transferee should be included in Article 8(8).

Schedule 2

18. In respect of paragraph 3(7), NTG should be a consultee together with Sembcorp and STDC as the route and method of installation of the relevant apparatus is critical to NTG and its landholding. Furthermore, permitted preliminary works should not be undertaken until the approval of NTG has been obtained.

19. In respect of paragraph 16, NTG should be a consultee together with the Environment Agency, Sembcorp and STDC. NTG's landholding and the area that is to be subject to the New Rights and Temporary Possession is an industrial area used for petrochemicals. There is consequentially a high risk of environmental issues arising. NTG operates an estate ground water monitoring system and it is essential that it has input with regard to groundwater monitoring, oversight on the installation of any boreholes and ground water monitoring systems as this needs to interlink with their system and/or could cause material disturbance in highly sensitive areas.

20. In respect of paragraph 32, NTG maintain their position that apparatus and infrastructure should not be left in situ when decommissioned. There are significant health and safety and management issues with regard to apparatus remaining in situ. Alternatively, it should only be left in situ where NTG has agreed this position (at NTG's discretion) in respect of its landholding.

21. NTG submits that the matters above should be taken into account by the Examining Authority, and that the dDCO be amended accordingly

Falcon Chambers
Falcon Court
London EC4Y 1AA

BARRY DENYER-GREEN

15 October 2022

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**SUBMISSIONS AND POSITION
STATEMENT OF NTG**

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