

**Planning Act 2008**

**Infrastructure Planning (Examination Procedure) Rules 2010 (as amended)**

**Planning Inspectorate ref: EN010128 Cory Decarbonisation Project**

**DEADLINE 3**

**RESPONSE TO APPLICANT**

**On behalf of**



**Western Riverside Waste Authority  
17<sup>th</sup> January 2025**

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**Deadline 3 Response on behalf of WRWA**

## 1. Background

- 1.1. WRWA's statutory function requires that it seeks to ensure the secure, uninterrupted disposal of waste on behalf of its Constituent Councils. As matters stand, it is still not satisfied that the Proposed Scheme safeguards that purpose.
- 1.2. Having reviewed the Applicant's response (Deadline 1 Submission Number: 9.13) ("**Applicant's Response**") and consulted with its advisers, WRWA maintains that its technical, insurance and contractual concerns (both during the construction and operational phases) remain unresolved. As such, WRWA's Written Representations are relied upon and should be read together with these further comments.
- 1.3. Further, WRWA continues to maintain that the Applicant failed to negotiate properly with WRWA and is seeking DCO powers as a first rather than last resort. This, it is submitted, is a misuse of the DCO process.
- 1.4. As requested by the Examining Authority, WRWA has taken steps to enter into discussions with the Applicant in order to provide a Joint Position Statement which we anticipate will provide further detail on the issues outstanding between us. Accordingly, this response does not go into full detail in relation to individual issues which are referred to in the Applicant's Response. However, WRWA does have significant concerns over the characterisation of some of its own Written Representations, and so this response seeks to summarise and clarify these concerns, as well as to highlight some material issues which were identified in its Written Representations but not addressed in the Applicant's Response.
- 1.5. In its response to WRWA, across the array of potential risks identified, the Applicant puts forward two key lines of argument: (i) the Applicant's experience as a developer and operator of waste infrastructure is cited; and (ii) hazards identified by WRWA are generally diminished, dismissed or deemed manageable.
- 1.6. Below, the Applicant's Response is reproduced in tabular format, and follow up commentary from WRWA and its advisers is included in the final column. Whilst this table covers a range of issues, a notable theme is that risks are downplayed without further evidence being provided. As a result of the Proposed Scheme's interfaces with the Riverside 1 site and EfW facility, WRWA will be indirectly exposed to a range of new risks which cannot be fully quantified on the basis of the information currently provided within the DCO application, the Applicant's Response, or directly by the Applicant to WRWA. Even if the probability of individual risks occurring is low, WRWA is exposed across a range of different risk categories, increasing the likelihood that it experiences a material impact. Further, the Riverside 1 site will be of diminished size and constrained, leading to additional potential risks and liabilities in the event of WRWA step-in (either as freeholder or leaseholder in possession).

## 2. Key Issues arising in the Applicant's Response

For ease of reference, we have summarised these issues by reference to the principal concerns highlighted in WRWA's Written Representations.

### 2.1. Modifications to Riverside 1 to incorporate novel technology, the long-term viability of which is unclear, and compromise to the Riverside 1 operational area

- 2.1.1. WRWA accepts that the Applicant is not in a position to know the full detail of the Proposed Scheme at this stage. This does not undermine WRWA's justifiable concern that it cannot be expected to agree to allow land and/or rights to be taken or diminished without proper protection.
- 2.1.2. It is misleading to rely on comparisons with the risk profile agreed in relation to the Riverside 2 project. The risks and issues raised by the current DCO application are considered to be more complex than those posed by the Riverside 2 development, owing to the direct physical and operational interface between the proposed new carbon capture facility and the Riverside 1 site and EfW facility.
- 2.1.3. Notwithstanding the envisioned benefits of carbon capture, the technology is yet to be demonstrated at scale, when retrofitted to existing EfW facilities. For this reason, construction and operation phase risks do exist, and some of these risks have potential negative ramifications for WRWA's interests. Similarly, the transferability of the Applicant's experience as a waste to energy facility developer and operator to the newly emerging field of carbon capture (essentially a large chemical plant) is ultimately limited.
- 2.1.4. As the WRWA contract was awarded on a balance of issues including the very high level of service reliability afforded by the tried and tested technology of conventional grate combustion EfW, alterations to the installation that may impact this reliability are of concern to WRWA, and with carbon capture not having been applied to EfW at full scale a degree of service risk results.

### 2.2. Contractual matters, including insurability and unintended contractual implications

2.2.1. The Applicant focuses on the low likelihood that WRWA will ever be in possession or control of the Riverside 1 site. Whilst this may be a low probability, the impact on WRWA, its operations, provision of services and its financial exposure is potentially significant if this eventuality does arise, and as such its concerns cannot be dismissed.

2.2.2. WRWA does not accept the Applicant's observation that the risk of termination of the WMSA is not increased as a result of the proposed construction of the carbon capture facility given the physical interfaces that will exist with both the Riverside 1 site and the Riverside 1 EfW facility itself. It is understood that the Applicant is of the view that the interfaces can be managed effectively, but that is different from asserting that there is no increase in risk.

2.2.3. The arguments raised by the Applicant in relation to the ongoing insurability of Riverside 1 seem to refer to its experience in relation to existing waste infrastructure, rather than to the specific concerns raised in relation to relatively new technology which, crucially, is being retrofitted to the existing Riverside 1 facility, the impact this may have on the insurability of Riverside 1, and the practical, operational and contractual consequences of any difficulties in insuring the Riverside 1 site and EfW facility.

2.2.4. The flexibility the Applicant is seeking in its DCO application makes it impossible for WRWA to determine the extent of the restrictions to which the site will be subjected and the impact on WRWA's interests. WRWA therefore has to assume that the Applicant will exercise its rights to the maximum extent and so seeks to protect its position accordingly. The controls on the powers granted to the Applicant are considered inadequate given the latitude afforded to the Applicant.

### **2.3. Protective Provisions**

2.3.1. The Applicant puts material emphasis on the protections afforded to RRRL in seeking to reassure WRWA that its position is protected prior to step-in by WRWA. However, beyond the common desire to keep Riverside 1 operational and available to treat WRWA's waste, this fails to acknowledge the concerns that the broader interests of WRWA and RRRL respectively are not always aligned and the potential liabilities to which each of the parties is exposed differ.

2.3.2. Further, WRWA does not agree with the Applicant's assertion that it would benefit from RRRL's Protective Provisions if it were to come into possession of the Riverside 1 site as leaseholder, since a leaseholder is not a successor in title to a freeholder (in the dDCO the term "RRRL" is defined as including successors in title only).

2.3.3. The RRRL Protective Provisions are in any event considered to be defective: see paragraph 3.2 below.

### **2.4. Failure to negotiate and reliance on Planning Act 2008 powers in the context of a longstanding commercial relationship.**

2.4.1. Whilst WRWA acknowledges that the Applicant has taken steps to recognise its contractual relationship in the latest dDCO, the contractual relationship between the parties is multi-layered and complex, and WRWA retains a significant concern that the grant of the application could materially prejudice WRWA's contractual rights, in terms of exposure to operational risk; financial exposure and exposure to adverse consequences on its land rights. The use of the DCO process to undermine complex negotiated contractual arrangements is a significant concern, particularly as compulsory acquisition seems to be being used as a first rather than last resort.

2.4.2. WRWA is concerned that DCO powers are being used to circumvent existing contractual obligations which Cory group members have entered into with WRWA and which include a prohibition on disposals of land over which WRWA has a leasehold interest.

## **3. Key concerns identified in the WRWA Written Representations which are not addressed in the Applicant's Response**

3.1. Whilst WRWA is supportive of decarbonisation as a general proposition, it retains a statutory obligation to provide a waste disposal service on behalf of its Constituent Councils. It has not been given sufficient assurances or detail about the proposed project to be able to assure itself that the integrity of this duty is protected. WRWA is grateful for the Applicant's acknowledgement that it is a statutory body benefiting from the protections in s127 Planning Act 2008 (see paragraph 1.3.1 in the table below), but WRWA's rights as statutory undertaker have not been addressed by the Applicant.

3.2. The Applicant does not address the concern raised by WRWA relating to the broad reciprocal indemnities included in the Protective Provisions in its response. There is an unlimited indemnity given by the Riverside 1 freehold owner to the undertaker in Sch.12 paragraph 119. The RRRL Protective Provisions cover both RRRL and any successor in title to RRRL and so could include WRWA where it is required to step in as freeholder. The indemnity is considered to be very broadly drafted and not “protective” of the Riverside 1 site owner as it exposes it to unlimited liability irrespective of fault on the Riverside 1 owner’s part. It is not considered appropriate to give the Applicant the benefit of such an indemnity in the context of the Applicant exercising DCO powers and this is something that it is considered should instead be addressed by the Applicant through insurance.

#### **4. Conclusion**

4.1. WRWA remains unsatisfied that the Proposed Scheme safeguards the secure, uninterrupted disposal of its waste. It also maintains that for the Applicant to seek to compulsorily acquire land and interests via the DCO is a misuse of Planning Act powers in the absence of a proper negotiation for these rights before seeking rights of compulsory acquisition. WRWA therefore maintains its objection to the DCO application.

	<p style="text-align: center;"><b>Applicant's Response</b></p> <p style="text-align: center;">December 2024</p>	<p style="text-align: center;"><b>WRWA comment / response</b></p> <p style="text-align: center;">17 January 2025</p>
<p>1.1.</p>	<p><b>PROJECT OVERVIEW</b></p>	
<p>1.1.1.</p>	<p>Cory Environmental Holdings Limited (the '<b>Applicant</b>') is developing the Cory Decarbonisation Project located at Norman Road, Belvedere in the London Borough of Bexley (LBB) (National Grid Reference/NGR 549572, 180512).</p>	
<p>1.1.2.</p>	<p>A detailed description of the Proposed Scheme is set out in Chapter 2: The Proposed Scheme, Volume 2 of the Environmental Statement (ES) [APP-045], submitted with the Development Consent Order (DCO) Application.</p>	
<p>1.2.</p>	<p><b>PURPOSE AND STRUCTURE OF THIS DOCUMENT</b></p>	
<p>1.2.1.</p>	<p>This document provides the Applicant's responses to the Western Riverside Waste Authority ('<b>WRWA</b>') Written Representation (REP1-043).</p>	
<p>1.2.2.</p>	<p>This response starts with providing the context of the relationship between the Applicant, other Cory entities and the WRWA, so that WRWA's concerns, and the Applicant's response, can be seen in that context, allowing the ExA to focus on those matters that are relevant to the DCO process, rather than wider commercial considerations. This will encapsulate consideration of the points made in Appendices 1 and 3 of the WRWA Written Representation.</p>	
<p>1.2.3.</p>	<p>As part of this, the Applicant has also set out the engagement it has, and will continue, to undertake with WRWA moving forward.</p>	

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1.2.4.	<p>The nature of the relationship between the parties, and the engagement between them to date, is set out in section 2 of this response.</p>	
1.2.5.	<p>Further to that engagement, the Applicant can confirm that in the DCO submitted at Deadline 2:</p> <ul style="list-style-type: none"> <li>• in Schedule 2, WRWA has been added as a consultee on the final CoCP, CTMP and ground conditions investigations and assessments strategy;</li> <li>• article 32(6)(b) (what was article 30) has been amended to make clear that it applies to contractual rights. The Applicant does not intend to update the Land Plans as they already make clear that the plans need to be read alongside the DCO, and it is the DCO which controls the use of powers; and</li> <li>• the Applicant does not intend to provide for separate Protective Provisions for WRWA in the DCO, given that it is highly unlikely that WRWA would ever be in possession of the Riverside 1 site (and if it was, would benefit from the RRRL Protective Provisions), and these were not required for Riverside 2, which had similarly complex operational and commercial interactions with Riverside 1.</li> </ul>	<p>WRWA does not consider that it would benefit from RRRL's Protective Provisions if it were to come into possession of the Riverside 1 site as leaseholder, since a leaseholder is not a successor in title to a freeholder.</p> <p>Protective provisions were not required by WRWA in relation to Riverside 2 only because land was acquired by agreement rather than by the exercise of DCO powers.</p>

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1.2.6.	<p>The rest of this response then deals with the practical and technical matters raised in Appendix 2 of the WRWA Written Representation, including highlighting where the Representation materially misstates the contractual agreement between WRWA and Riverside Resource Recovery Limited (RRRL) and/or Cory Environmental Limited (CEL).</p>	<p>WRWA does not accept that its Written Representation materially misstates the contractual agreements between it, RRRL and CEL, and further does not consider that any such material misstatement is demonstrated by the rest of the Applicant's Response. Rather, there is a difference in assessment of risk. It is appropriate for WRWA to seek sufficient evidence to demonstrate any risks it has identified have been appropriately mitigated, and for it to seek protection where this evidence is not provided by the Applicant.</p>
1.3.	<p><b>ENGAGEMENT WITH WRWA</b></p>	
1.3.1.	<p>As set out in paragraph 5 of the WRWA Written Representation (Background), Cory has been in contract with the WRWA, in one way or another, since 1986. The Applicant has no material concern with the way in which the WRWA has characterised itself in paragraphs 2-4 nor with how it has characterised the long-term contractual arrangement between the parties at paragraphs 5-8.</p>	<p>WRWA is grateful for Cory's acknowledgement that it is a statutory body benefiting from the protections in s127 Planning Act 2008 (as set out in paragraph 4 of WRWA's Written Representation).</p>
1.3.2.	<p>The Applicant notes that its subsidiaries, Cory Environmental Limited (CEL) and Riverside Resource Recovery Limited (RRRL) (together "Cory"), have undertaken waste management services pursuant to the Waste Management Services Agreement ("WMSA") for the WRWA continuously for over 20 years. This relationship has been a good one, with Cory performing the services exceptionally well, including through difficult periods such as the Covid pandemic. Throughout this time, the parties have engaged in multiple complex commercial discussions negotiations, including relating to: the financing and construction of the</p>	<p>Given that the parties have always come to mutually beneficial agreements by negotiation in the past, WRWA is concerned and disappointed that compulsory acquisition of land is here being proposed as a first resort, rather than as a last resort in a situation where negotiations have failed.</p> <p>WRWA notes that at CAH1 on 07 November 2024, Rebecca Clutton (on behalf of the Applicant) stated</p>



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	<p>Riverside 1 energy from waste (EfW) facility (Riverside 1) and Riverside 2 EfW facility (Riverside 2); multiple refinancings of Riverside 1; the construction of a materials recycling facility and household waste and recycling centre; the potential redevelopment of a transfer station; and multiple contract variations. The parties have always come to mutually beneficial agreements.</p>	<p>that the Applicant has sought a negotiated position with those whose land is affected in order to avoid the need for compulsory acquisition. This is not the case for WRWA.</p>
<p>1.3.3.</p>	<p>The Applicant began discussing the Proposed Scheme with the WRWA General Manager in 2022 (prior to commencing the DCO application process) and kept him abreast of its thinking. Until recently, the WRWA always appeared to the Applicant to be supportive of the Project, recognising the climate emergency and the impact of carbon emissions generated by WRWA's waste.</p>	<p>The potential of carbon capture as a concept is recognised by WRWA; however, this does not negate the need to identify and appropriately mitigate potential risks posed to the Riverside 1 site, and to the essential waste disposal function provided by WRWA, by the construction of a new carbon capture facility, its retrofit to the existing EfW facility, and the operational and physical interfaces this entails. These were not known to the WRWA General Manager in 2022, who anticipated a negotiation with the Applicant prior to completion of the Book of Reference. Conversely, the Applicant did not consult with WRWA within the correct timeframe and did not seek to acquire land rights by negotiation before seeking rights of compulsory acquisition.</p>
<p>1.3.4.</p>	<p>The Applicant is therefore somewhat puzzled by the WRWA's scepticism of the Proposed Scheme, and carbon capture technology in particular, shown in its Written Representation, not least because all of the constituent boroughs to the WRWA have announced Climate Emergencies, recognising carbon capture and storage as the route to make a material contribution to their own, and UK, decarbonisation targets.</p>	<p>The Constituent Councils have declared Climate Emergencies but they have not expressed a preference for carbon capture and storage in relation to their waste services solution.</p>

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<p>1.3.5.</p>	<p>As recently as October this year, WRWA asked Cory to speak at the Chartered Institute of Waste Management conference “Carbon Capture – A Pathway to Reaching Net Zero” and to present on the Proposed Scheme. Furthermore, the WRWA submitted a letter of support for the section 35 Direction application for the Proposed Scheme. In this letter (which is available on the PINS page for the Proposed Scheme but is appended to this submission in any event at Appendix 1), the WRWA stated:</p> <p><i>... We are extremely supportive of projects that give us options to full decarbonise our boroughs' waste. With the exception of Cory, we are not aware of any company with a facility in London, or the South East, that has deliverable plans to capture and transport CO2. Cory is uniquely positioned to use the existing infrastructure of the River Thames to transport CO2 to subsea storage locations... It is hard to believe that there will be other options to decarbonise our waste, certainly by 2030, which is why we are writing to record our support for the Project.</i></p> <p><i>... In our view, it is therefore appropriate for a project of such significance and providing such an array of benefits to go through the NSIP regime, This would also enable all parties to benefit from the certainty of timescale and process (given the number of consents that may be required) that comes with that process, which would therefore allow the Project's wide ranging benefits to be delivered in the most efficient manner.</i></p> <p><i>The Authority supports this project, and its desire to go through the DCO process, and would therefore encourage the Department to ensure that it can move expeditiously through the planning regime.1</i></p>	<p>WRWA did not ask Cory to speak at this conference: Rachel Espinosa (Interim General Manager at WRWA) asked Cory in her capacity as Members' Council Representative for London and Southern Counties Centre of CIWM.</p> <p>In relation to the letter at Appendix 1, please see our response to paragraph 1.3.3.</p>

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<p>1.3.6.</p>	<p>The Applicant notes that the WRWA has discussed the Project with its Members at WRWA meetings five times since June 2022, with the Applicant often providing updates to the WRWA management ahead of these meetings. These updates focussed on providing an update on the progress of the Proposed Scheme, and included high level indication of site and infrastructure location, the proposed CO2 shipping and storage model, and interaction with Riverside 1.</p>	<p>The provision of updates is different from an active consultation and negotiation, and such updates did not include detail on the practical and legal implications of the Proposed Scheme for WRWA.</p>
<p>1.3.7.</p>	<p>In 2023, the long-serving Treasurer and long-serving General Manager of the WRWA, who were deeply involved in the strategic and commercial matters relating the WMSA and the key decision-makers, have both retired, with WRWA not yet appointing a replacement General Manager, and the Treasurer and Clerk roles being reassigned several times.</p>	<p>The Applicant's comments are not correct. The staffing of WRWA is of no concern to the Applicant and does not impact on the current proceedings. WRWA does not see the relevance of this issue and therefore does not propose to comment further on it.</p>
<p>1.3.8.</p>	<p>However, despite this, the Applicant has engaged with interim management on the Proposed Scheme. For example, arrangements were made for WRWA Members to visit the Cory Riverside EfW site in early 2024, which for reasons not related to Cory did not go ahead. At WRWA's July 2024 meeting, it was noted:</p> <p><i>Following a 14th May 2024 presentation by Cory to WRWA officers and Borough Directors on the development of their works on Carbon Capture and Storage progress on the Riverside Energy Park, officers feel that a Member visit to the Belvedere site to view progress on the construction of the Riverside Energy Park and to discuss with Cory the potential impact of the Emissions Trading Scheme and their plans for Carbon Capture will be of interest. If Members would like officers to arrange a visit to the facility in the coming months, officers will make the necessary arrangements with Cory.</i></p>	<p>Members had already visited the site in October 2022. Representatives of WRWA and its advisors also attended a site visit of the Cory Riverside EfW site later in 2024. Both visits were at the request of WRWA and not at the Applicant's instigation.</p>

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<p>1.3.9.</p>	<p>During this period, the Applicant continued to work on its DCO application to reflect the level of design work undertaken. As part of this, the Applicant sought to minimise the extent of interference with Riverside 1 and the extent of acquisition required of WRWA's interests (as with any other Affected Person). Ultimately, however, and for the reasons discussed at CAH1 (REP1 -027), it was identified that some acquisition may be required. However, the Applicant considered (and continues to consider) that WRWA's interests (being the on-going operation of Riverside 1) are sufficiently protected through the drafting of the DCO (article 30 and the RRRL Protective Provisions) and through its waste management services contract with Cory. Once the Applicant had determined the scope of the powers presented in the DCO, Book of Reference and Land Plans submitted in the application, the Applicant held multiple meetings with WRWA and its advisors to explain the powers sought in more detail, and how it was intended that the Carbon Capture Facility would interact with Riverside 1 and RRRL land.</p>	<p>Whilst it is correct that WRWA's primary interest is in the ongoing operation of Riverside 1, it is too simplistic to represent this as its only interest given the complex PFI-style contractual arrangements with the Applicant.</p> <p>The Protective Provisions are considered to be defective:</p> <p>(i) They do not protect WRWA in the event it takes the Riverside 1 site in its capacity as a leaseholder in possession (as a leaseholder is not a successor in title to a freeholder (the definition of RRRL only includes RRRL's "successors in title")).</p> <p>(ii) There is an unlimited indemnity given by the Riverside 1 freehold owner to the undertaker in Sch.12 paragraph 119. The RRRL Protective Provisions cover both RRRL and any successor in title to RRRL (which could include WRWA where it is required to step in and purchase the site). As such, WRWA could find itself caught. The indemnity is considered to be very broadly drafted and not "protective" of the Riverside 1 site owner as it exposes it to unlimited liability irrespective of fault on the Riverside 1 owner's part. This is not considered appropriate in the</p>

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		<p>context of the Applicant exercising DCO powers and is something that should be addressed by the Applicant through insurance.</p> <p>Meetings with WRWA should have been held prior to finalisation of the Book of Reference, and those meetings should have comprised substantial negotiations to acquire land by agreement, rather than meetings designed only to update or inform about the Applicant's proposals.</p>
<p>1.3.10.</p>	<p>The meetings were organised so that WRWA could better understand the Proposed Scheme, and the workings of the DCO and its associated plans, to properly articulate its concerns to the Applicant, for the Applicant to consider how to address such concerns. This included three on site meetings with interim management of the WRWA, including its legal advisers, technical advisers and leading counsel. Further, the Applicant provided detailed explanations in writing to WRWA to set out the key protections for the WRWA contained within the draft DCO, how compulsory acquisition powers work (including the 'layering' of rights), and the importance of those powers for deliverability even if they ultimately are not required if parties come to voluntary agreements.</p>	<p>WRWA considers that the controls on the powers granted to the Applicant are inadequate given the latitude afforded to the Applicant.</p>
<p>1.3.11.</p>	<p>Recognising that WRWA (as with the Riverside Energy Park Order) would likely have some commercial concerns that sat outside the remit of the DCO process, the Applicant acknowledged, multiple times, that the parties would likely need to enter into a commercial agreement relating to matters unrelated to the DCO and compulsory acquisition (for example, relating to UK Emissions Trading Scheme (ETS) Change in Law and variations related to a new carbon removal service that would be able</p>	<p>WRWA accepts that the Applicant is not in a position to know the full detail of the Proposed Scheme at this stage. This does not undermine WRWA's justifiable concern that it cannot be expected to agree to allow land and/or rights to be taken or diminished without proper protection.</p>

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	<p>to be offered in the event of the Proposed Scheme being approved and funded). However, from the Applicant's perspective, these matters did not need to be, and could not be, addressed in detail at this stage of the project and are unrelated to planning/compulsory acquisition matters.</p>	
<p>1.3.12.</p>	<p>This culminated in the Applicant writing to the WRWA on 29 August 2024 seeking to:</p> <ul style="list-style-type: none"> <li>• understand from WRWA the specific nature of their concerns and how they sought for them to be remedied;</li> <li>• agree a way forward for considering how any commitments WRWA sought from the Applicant could be documented (including, for example, through a private 'Deed of Understanding' to agree high level commercial principles, as was the approach taken during the Riverside Energy Park DCO examination – which was then developed into a full suite of detailed agreements, ahead of financial close of the Riverside 2 project, after the DCO had been granted); and</li> <li>• agree an approach to the Examination, including developing a SoCG or joint position statement.</li> </ul>	
<p>1.3.13.</p>	<p>The Applicant did not receive a substantive response to this email (only an acknowledgment). Since then, the Applicant has followed up multiple times, in person and in writing, seeking to better understand WRWA's concerns relating to the Proposed Scheme (whether commercial or planning related), so that the Applicant can consider how these could be addressed (either through the DCO or through a separate commercial agreement, depending on the nature of the concerns). The</p>	<p>In August 2024, WRWA did not know what the impact of the Applicant's proposals were, in either legal or practical terms, and it would therefore have been premature to engage. Now that WRWA has received the Applicant's response to its Written Representations, a meeting has been arranged for 28 January 2025</p>

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	<p>Applicant has not received a substantive response from WRWA, only holding responses (e.g. "WRWA will respond in due course"). The WRWA Written Representation dated 26 November 2024 is the first time that the Applicant has heard the WRWA's concerns articulated.</p>	<p>to discuss the commercial arrangements between the parties. WRWA finds it highly unsatisfactory that the Applicant left it so late to engage in meaningful discussions on those commercial arrangements. As identified at paragraph 15 of WRWA's Written Representations, this failure to negotiate and instead to seek to compulsorily acquire land and interests via the DCO as a first, rather than last, resort is a misuse of DCO powers.</p>
<p>1.3.14.</p>	<p>The Applicant will continue to engage with the WRWA with the aim of reaching a mutually beneficial agreement between the parties. The Applicant is seeking to arrange a meeting to discuss all of WRWA's concerns, expected to be held in January.</p>	<p>Please refer to WRWA's comments at paragraph 1.3.13.</p>
<p><b>1.4.</b></p>	<p><b>THE CONTRACTUAL RELATIONSHIP BETWEEN CORY AND WRWA</b></p>	
<p>1.4.1.</p>	<p>The Applicant considers the WMSA Summary provided at WRWA Written Representation Appendix 1 to be an adequate and correct summary of the WMSA. However, there were some notable omissions in Appendix 1 that are relevant to address.</p>	<p>Please refer to comments at paragraph 1.4.7.</p>
<p>1.4.2.</p>	<p>The Applicant addresses these points to provide a full context to the ExA, however it also notes that ultimately these points are predominantly commercial matters.</p>	

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<p>1.4.3.</p>	<p><b><u>Commercial Position</u></b></p> <p>First, the Applicant considers the risks highlighted in the 'Adverse contractual consequences' note at Appendix 3 to be overstated; any residual risk able to be more than adequately addressed through a commercial agreement with WRWA, similar to that agreed for the Riverside Energy Park Order.</p>	<p>WRWA does not accept that the risks highlighted in its Appendix 3 are overstated. Rather, in many cases the Applicant has not provided WRWA with sufficient evidence to allow WRWA to satisfy itself that the risks identified are being properly mitigated and that it is receiving appropriate protection in relation to those that remain. The risks and issues raised by the current DCO application are more complex than those posed by the Riverside 2 development.</p>
<p>1.4.4.</p>	<p>As the omissions in Appendix 1 and the overstated consequences in Appendix 3 are generally inter-related, they are considered together.</p>	<p>As noted above, WRWA does not accept the references to "omissions" and "overstated consequences" for the reasons stated above.</p>
<p>1.4.5.</p>	<p>At paragraph 11 of Appendix 1, it is explained that in the event of termination, compensation is payable by WRWA in return for the EfW Operator's (i.e. RRRL) assets/shares (note that WRWA may elect to either take the RRRL shares and therefore own the whole company, or take the assets themselves, which would include the EfW facility and the freehold land). At paragraph 1.7 of Appendix 3, the WRWA contends that if the WRWA therefore becomes owner of the Riverside 1 EfW site (i.e. the Riverside 1 facility itself) following early termination of the WMSA, it risks being required to overpay for an asset of lesser value. However, the Applicant feels that this termination-compensation risk is overstated and omits important parts of the WMSA.</p>	<p>Please refer to our comments at paragraph 1.4.7.</p>



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<p>1.4.6.</p>	<p>Firstly, termination of the WMSA is extremely unlikely, and this risk is not increased by construction of the Carbon Capture Facility – an independent facility, with limited interface with the Riverside 1 EfW facility. This is explained in further detail below.</p>	<p>There is a direct operational and physical interface between the proposed new facility and the Riverside 1 EfW facility, and in addition the nature of the construction process itself means that it is reasonable to consider that risks associated with the site will be increased during this period. WRWA therefore does not accept that the risk of termination of the WMSA is not increased by construction of the Carbon Capture Facility.</p>
<p>1.4.7.</p>	<p>Secondly, there is a chance that WRWA would underpay for shares/assets that it would gain in a termination scenario. The WRWA notes that the senior debt repayment to the senior funders is 'adjusted', without explaining what that means. However, the detail of this adjustment is important. The WRWA is not obliged to repay the funders in full, but rather repay an amount based on a redundant and now wholly constructed debt profile, that amortises to zero by 2030. Therefore, during the construction phase of the Proposed Scheme, the compensation to the funders payable in return for taking over Riverside 1 will be far less than the funders (and shareholders) have invested into that project, thereby hugely incentivising the funders (or shareholders) to 'cure' the termination scenario and prevent a termination by the WRWA.</p>	<p>WRWA's point is that when using a formula-based valuation mechanism to calculate the compensation payable on a Force Majeure termination, account will not be taken of the fact that the site will be of smaller dimensions and more constrained than it otherwise would have been.</p> <p>The actual comparison of the compensation payment amount compared to the market value of the site would depend upon the state of the site upon termination and the underlying reason for the termination. It would also need to take into account the impact of the capital repayment element of the gate fee that WRWA has been paying for each tonne of its waste that has been processed to date and the distributions that have been made by RRRL to date.</p> <p>The model-based Force Majeure compensation mechanism was</p>

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		<p>introduced as a result of the senior funders' requirement for PFI-style protection. The fact that RRRL has refinanced its debt on multiple occasions so that the debt now extends beyond its original profile repayment date is irrelevant save to the extent (as the Applicant has pointed out) that senior lenders will be incentivised not to want a Force Majeure termination to occur as they will no longer fully recover (as they otherwise would have done had the refinancings not occurred).</p>
<p>1.4.8.</p>	<p>Furthermore, by 2030, the time that the Carbon Capture Facility is planned to be in operation, the debt repayment will be zero (so the WRWA's potential liability extremely limited); and by 2032 (two years into operation), the WMSA expires and the WRWA no longer has the obligation to take the EfW Operator's assets/shares and pay compensation.</p>	<p>This timeline does not negate the risk to WRWA during the Carbon Capture Facility construction period and the remaining WMSA term during its operational phase. In any event, if step-in by WRWA is triggered at any point, the expiry date becomes irrelevant and the impact is permanent.</p>
<p>1.4.9.</p>	<p><b><u>Land Position</u></b></p> <p>In 2032, the WMSA expires, and the parties are instead under contract through the Residual Value Agreement (2032-2046), which has no compensation-termination obligations and is more akin to a normal customer waste contract. At this point, the WRWA's 'interest' in the land upon which the Riverside 1 EfW facility is located is limited to a 'suspended' lease that acts as security in the event that any 'royalties' owed by Cory to WRWA under the Residual Value Agreement go unpaid (a more usual contract would use security mechanisms such as parent company guarantees or bonds to secure payment, however the extended lease was a requirement of the WRWA in 2008). A royalty is only payable by Cory to WRWA to</p>	<p>The royalty is not dependent upon the processing of third party waste; Riverside 1 is deemed to have processed a fixed tonnage each year, even if no tonnage is actually processed. The default trigger does not relate to non-payment of royalties but to non-payment of debt (howsoever incurred); the debt could result from e.g. the failure to process WRWA contracted tonnage. If Riverside 1 is not operational then there may be no alternative revenue generated to pay the debt.</p>

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	<p>the extent that Cory is processing third party waste at Riverside 1 in place of WRWA waste, because WRWA has elected under the agreement to send its waste elsewhere, and the revenue generated by this will cover the royalty payment due. In such a scenario, Cory is hugely incentivised to pay the royalty due, as the sublease would be terminated if it did not, preventing it from operating the asset that is essential to its core business (the EfW facility) if it did not, as it would no longer be the tenant (only the freeholder) of the site.</p>	<p>The point of the lease/sublease structure is to incentivise RRRL to meet its obligations to WRWA, including the processing of WRWA contracted tonnage when RRRL may be able to charge more from others for the processing of third party waste.</p> <p>WRWA is concerned that it may be put in a position where its right to terminate the sub-lease is not enforceable in practice, because of the liabilities that would accrue to it following such termination as tenant in possession and as a direct result of rights and covenants which may be granted in favour of the company running the Carbon Capture Facility, which are at this point unknown.</p>
<p>1.4.10.</p>	<p>Consequently, the construction of the Carbon Capture Facility, rather than increasing the risk that Cory does not comply with its payment obligations, should be seen as decreasing that risk due to the carbon removal service in addition to residual waste treatment services RRRL will now be promising other customers.</p>	<p>As with a lot of the points the Applicant is making, it focuses on the assertion that the risk of Cory permitting a default to occur is decreased, but WRWA's concern is that: (i) the risk of a negative event occurring which Cory may not be able to mitigate is increased; and (ii) the impact of the consequences for WRWA if a default does occur is increased by the introduction of the Carbon Capture Facility.</p>

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1.4.11.	<p>This is important in the context that the WRWA contends at paragraph 4.4.2 of Appendix 3 that “[t]he DCO does not propose to give protection to WRWA in its capacity as leaseholder of the Site”. The Applicant notes that the operation of the lease over Riverside 1 EfW facility is suspended unless and until either: the WMSA is terminated (which can only occur in very extreme circumstances, and absent a step in from Riverside 1 funders, described in more detail below); or, post 2032, the WRWA is permitted to terminate the sub-lease for non-payment under the Residual Value Agreement, as discussed above. Only in such a (highly unlikely) scenario will WRWA be in possession of, or a tenant of, the Site.</p>	<p>It is not accurate to state that the operation of the lease is suspended: rather it is the case that most of the provisions in the lease are suspended and WRWA does not have possession as long as the sublease is in place. Even if the circumstances described are unlikely to occur, it is appropriate for WRWA to seek mitigations and protections against its potential risks and liabilities.</p>
1.4.12.	<p>The Applicant has explained to the WRWA, via email on 29 August 2024, that WRWA benefits from the ‘Protective Provisions’ that are for the benefit of RRRL, which includes, by definition, the successors in title of the relevant RRRL land, i.e. Riverside 1. This covers a situation where WRWA is entitled to terminate the sublease or the WMSA, thereby becoming in possession of the Site (either as freeholder or leaseholder).</p>	<p>WRWA does not agree that the dDCO as drafted gives protection to WRWA as a leaseholder in possession; a leaseholder is not a “successor in title” to a freeholder.</p>
1.4.13.	<p>As such, in the scenario where WRWA holds an in force property interest in the land, its interests are protected. There is therefore no need for separate Protective Provisions.</p>	<p>Not agreed. Please refer to the commentary on paragraph 1.3.9.</p>
1.4.14.	<p>In the interim period where RRRL continues to hold the relevant property rights, given the requirements of the WMSA, and its commercial operations more generally, it is clearly in RRRL’s interests to ensure that the construction and operation of the Proposed Scheme do not interfere with the ability for Riverside 1 to operate and meet its on-going contractual obligations, which appear to be WRWA’s main concerns. WRWA</p>	<p>See comments above. WRWA does not consider that incentivisation on RRRL to act in a certain manner is equivalent to protection of WRWA’s interests.</p>

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	<p>is therefore indirectly or directly protected at all times.</p>	
<p>1.4.15.</p>	<p>Furthermore, as has been explained to the WRWA, both in meetings and in writing, and as was also set out at CAH1, it is also the case that the powers in the DCO have inbuilt constraints within them. As well as the exclusions built into article 32, which ensure WRWA's private rights are not extinguished, the DCO is set up in a 'layered' fashion to incentivise promoters, ultimately, to acquire as little land as possible; however, flexibility is necessary at this stage as detailed design development is not complete.</p>	<p>The flexibility the Applicant is seeking makes it impossible for WRWA to determine the extent of the restrictions to which the site will be subjected and the impact on WRWA's interests. WRWA therefore has to assume that the Applicant will exercise its rights to the maximum extent and so seeks to protect its position accordingly. See also our comments at paragraph 1.4.16 below.</p>
<p>1.4.16.</p>	<p>The Applicant has explained to the WRWA that, if in the worst case (i.e. absent agreement with relevant parties) compulsory powers are used, these are constrained by article 28 of the draft DCO, which sets out that such powers can only be used for Order land that is required for the authorised development or to facilitate it, or as is incidental to it.</p>	<p>The fact that powers can be used to "facilitate" the development or as is "incidental" to it gives the Applicant significant latitude to take more than is strictly required. This therefore affords little comfort to WRWA.</p>
<p>1.4.17.</p>	<p>The Applicant has also explained that, if in the worst case (i.e. absent agreement with relevant parties) compulsory acquisition of rights powers were to be used over the 'blue' land, these are limited to the purpose set out in Schedule 8 of the DCO, as specified for each plot.</p>	<p>The purposes set out in Schedule 8, namely "connection rights" and "LCO2 pipework rights" are broadly drafted. It is unclear what having the right to "use" the connection/pipework means in connection with the imposition of rights over the site.</p>

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<p>1.4.18.</p>	<p>As such, there is a built-in constraint and the Applicant/CCF SPV (as applicable) would not be able to acquire any land, or rights, not needed for the Proposed Scheme. The undertaking of the general vesting declaration process can also be subject to legal challenge; if it was considered that excessive land had been taken outside of what is actually required, there is an appropriate process already in place.</p>	<p>WRWA requires more information from the Applicant on what it envisages in practice if, as WRWA assumes, this is a reference to a public law process. It would seem to have a considerable amount of complexity associated with it.</p>
<p>1.4.19.</p>	<p><b><u>Insurability</u></b></p> <p>The WRWA predominantly relies upon the increased risk of 'uninsurability' to contend that this increases the risk of WMSA termination, and therefore compensation being payable by WRWA (paragraph 2.5, Appendix 3). The Applicant considers this to be incorrect for the reasons explained below.</p>	
<p>1.4.20.</p>	<p>Riverside 1 is currently insured, out of choice, by a single high quality insurer. Riverside 1 has achieved Highly Protected Risk status for over ten years and is therefore regarded as an attractive risk from the insurance perspective. It has the widest possible range of insurance options and is in no way constrained. The Applicant understands that the current premium rate for Riverside 1 is one of, if not the, lowest of any EfW facility in the UK.</p>	<p>The Applicant has not provided any evidence to support its statements that it has the widest coverage and procured its insurances at one of the lowest premium rates of any EfW facility (WRWA understands that premium information is commercially sensitive and therefore unlikely to be made available). In any event, the Applicant's current insurance position is not relevant: rather the concern is what might happen in the</p>

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		future.
1.4.21.	<p>At paragraph 2.5.2 of Appendix 3 it is asserted that “there is very limited insurance market available ... for waste infrastructure assets”. The Applicant acknowledges that waste transfer stations, treatment facilities (other than EfW) and sortation plants have a poor loss history in the UK and there is a limited appetite in the UK marketplace for sites of this type that are not highly protected with significant resilience infrastructure.</p>	
1.4.22.	<p>However, Riverside 1 is neither a waste transfer station, nor a sortation plant. It is a treatment plant for the incineration of residual waste; it is an EfW facility. The UK marketplace for EfW risk is much wider and not limited in the same way as waste transfer stations, sortation plants or other types of treatment facilities. It depends on risk quality of the EfW facility (which for Riverside 1 is very high i.e. good) and/or the presence of poorer risk quality co-located waste transfer/sorting facilities. Riverside 1 does not have any co-located facilities and therefore is untainted by their presence. Notably, the installation of a waste handling/plastics sortation plant co-located at the Riverside Campus, as suggested as an alternative to carbon capture at Appendix 2 of the WRWA Written Representation, certainly would have a negative impact on the insurability of the Riverside 1 EfW facility.</p>	<p>Whilst insurance market conditions for EfW plants may be more favourable in comparison to other waste infrastructure assets, WRWA is advised that they remain outside the underwriting appetite of many insurance companies. Further, EfW plants have experienced a number of losses and claims over the past 20 years and continued availability of affordable cover cannot be guaranteed.</p>

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1.4.23.	<p>Building new industrial infrastructure adjacent to existing facilities (or adjacent to existing infrastructure) is not new or unusual. For example, Riverside 2 is being built adjacent to Riverside 1 and involves some physical works on and adjacent to Riverside 1. These activities have necessitated the implementation of proper project planning to prevent unforeseen and unwanted negative impacts. There were discussions with construction insurers about relevant issues and how adverse outcomes would be prevented and mitigated; all of which is all entirely normal. The presence of or risks to adjacent assets was not a significant concern for the construction insurers; they did not raise any questions or comments on these points when discussing insurance cover for either of these projects.</p>	<p>The Applicant has not provided any evidence to back up these statements. In any event the construction of adjacent EfW plants presents a different risk profile to retrofitting an existing facility.</p>
1.4.24.	<p>WRWA asserts that the presence of the Proposed Scheme construction activity adjacent to Riverside 1 will make the EfW facility more complex to insure whilst the work is ongoing (paragraph 2.5.3, Appendix 3). However, this is not the case for the construction of Riverside 2 and is not expected to be the case for the future construction of the Carbon Capture Facility.</p>	<p>The complexity arises from the invasive nature of the Carbon Capture works being retrofitted into the Riverside 1 facility itself, something that was not an issue for Riverside 2.</p>
1.4.25.	<p>The Applicant has already had discussions with its current property insurer about the Proposed Scheme, who has not raised any concerns on this matter. This company insures carbon capture and storage facilities elsewhere in the world and has expressed interest in insuring the Proposed Scheme. Cory has a strong relationship with its insurers and the insurance market generally.</p>	<p>WRWA's concerns relate to the Riverside 1 insurances rather than the ones for the Proposed Scheme.</p>



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1.4.26.	<p>Riverside 1 was built and designed to be robust and resilient. Both it and Riverside 2 (once fully constructed) have installed by-pass systems that permit waste to be burned and the plant to continue operating whether or not power is being produced. This mitigates business interruption loss in an insurable event.</p>	<p>Please refer to comments in WRWA's Written Representations on by-pass, including sections 1.3 and 1.4 of Appendix 2.</p>
1.4.27.	<p>Furthermore, the Proposed Scheme is designed to ensure similar resilience into any carbon capture system (contrary what is suggested in Appendix 2 of the WRWA Written Representation) to allow Riverside 1 (and 2) to continue to operate whether or not the Carbon Capture Facility was functioning. This is because the existing 'stacks' for Riverside 1 and Riverside 2 are to be retained. If the Carbon Capture Facility were not operating, the flue gas would continue onto those stacks, rather than diverting to the Carbon Capture Facility.</p>	<p>Please refer to comments in WRWA's Written Representations on by-pass, including sections 1.3 and 1.4 of Appendix 2.</p>
1.4.28.	<p><b><u>Conclusion</u></b></p> <p>Given the context set out in this section 2, the Applicant understands that its actions in dealing with, and making voluntary agreements with, RRRL and/or WRWA (as applicable) in relation to the Proposed Scheme (whether land related to relating to other commercial matters) must be in compliance with the agreements that RRRL and CEL, has with WRWA (as well as agreements that RRRL and CEL have with their funders). The Applicant confirms that RRRL and CEL do not intend to breach these agreements, given the commercial consequences that would ensue.</p>	<p>The Applicant's confirmation on this point is helpful and in direct discussions WRWA will seek further assurance on this point, WRWA is concerned that DCO powers are being used to circumvent existing contractual obligations which the Applicant has entered into with WRWA and which include a prohibition on disposal of land.</p>

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1.4.29.	<p>Further, the Applicant notes that when developing the Riverside 2 project, all voluntary agreements made between it/the Riverside 2 SPV, RRRL, CEL and WRWA (as applicable) were in compliance with such agreements, so there is precedence to follow and the WRWA can gain comfort from this.</p>	<p>The Riverside 2 project proceeded with WRWA's agreement, so compliance with the pre-existing contractual terms was not an issue.</p>
1.4.30.	<p>In conclusion therefore, there is a good contractual relationship between the Applicant, its sister companies, and the WRWA which ensures that WRWA's interests are protected. WRWA's status is of a body who is able to step in to the protections built into the DCO in very extreme circumstances relating to the Riverside 1 EFW facility that are highly unlikely to occur. It is not a party who needs to benefit from its own separate protections, given that relationship, and, importantly, given that as a party it does not own or operate Riverside 1 and so therefore does not have an 'asset' that needs 'provisions' to protect. As such, WRWA's Written Representation should be seen as, ultimately it wanting to 'protect' its commercial position, which can be managed appropriately through private negotiation and voluntary agreement.</p>	<p>For the reasons set out above, WRWA does not accept this statement. It remains unsatisfied that the project safeguards the secure, uninterrupted disposal of its waste. It also maintains that for the Applicant to seek to compulsorily acquire land and interests via the DCO is a misuse of Planning Act powers in the absence of a proper negotiation for these rights before seeking rights of compulsory acquisition.</p>

Table 1 - Responses To Practical And Technical Matters Raised In WRWA Deadline 1 Submission (WRWA Comments)

## INTRODUCTION

Section Number	Summary of issue raised	Applicant's Response	WRWA Comments
1.1	Development status of carbon capture applied to EfW facilities	<p>The Applicant has a proven record of providing high quality, efficient and reliable waste management services to our customers (including WRWA), including the successful operation of Riverside 1 since 2011. In designing the Proposed Scheme, as with Riverside 2, Cory has sought to avoid and minimise any potential disruption to our existing services at Riverside 1. It is in the Applicant's interests to do so.</p> <p>There is no evidence to suggest that integrating the Proposed Scheme will have any negative impact on the provision of Cory's waste management services generally or impact the waste incineration service, which is what the Applicant is contracted by WRWA to do for them. The Applicant has organised three site visits to explain and discuss the Proposed Scheme with WRWA and its technical advisor team (SLR was not present at any of the visits). In the highly unlikely event that the Carbon Capture Facility proves not to be reliable, residual waste can still be incinerated through Riverside 1 and 2. Operational interfaces are not unusual in industrial processes and are regularly managed through good design, clear operational practices and of course contract. Identification and ownership of risks are well established in contract and will not be difficult to set out here. Cory manages interfaces regularly for example, between Riverside 1 and 2, and the EPC contractor for Riverside 2, with no impact on Riverside 1 operations, or our service to WRWA. This is not a matter for the WRWA and does not impact the WMSA.</p> <p>In relation to abatement systems, the Applicant acknowledges that it will need to vary the permits for Riverside 1 and Riverside 2 as well as obtain a new permit for the Carbon Capture Facility, but will be able to work with the Environment Agency to ensure that a comprehensive emissions monitoring system is in place that is appropriate for the regulatory and performance requirements of EfW and Carbon Capture. It is not considered likely that physical changes would be required to the Riverside 1 abatement system.</p>	<p>We note that the Applicant has indicated endeavours to "minimise" risk to Riverside 1. This would appear to suggest that the Applicant accepts that some residual risk remains. To allow WRWA to understand requirements for compensation/indemnification, it is important that these risks are transparently quantified.</p> <p>While it is suggested that there is "no evidence to suggest that integrating the Proposed Scheme will have any negative impact", it is important to note that no examples yet exist of operational CC retrofitted to existing EfW facilities. At present available evidence is insufficient to fully quantify applicable risks, but there is some additional service risk.</p> <p>While it is stated that "ownership of risks are well established in contract and will not be difficult to set out", given that the CC plant is to be intrinsically linked to Riverside 1, additional and potentially complex impacts will occur, and this may impair the commercial arrangements with WRWA in place.</p> <p>Notwithstanding the envisioned benefits of carbon capture, risks do exist, and it is therefore reasonable for WRWA to seek protection from possible negative consequences (even in the event that the probability of adverse events is low).</p> <p>In relation to previous invitations to site visits, we would highlight that SLR was not appointed as technical advisor to WRWA at the point in time when these visits were offered.</p> <p>The expressed confidence that the process and contractual interfaces can be managed needs greater justification as the characteristics of a retrofit carbon capture project are very different to the examples given in the response. Managing an EPC contract for a greenfield EPC EfW plant usually leaves the complex process integration issues to the EPC to manage, rather than the SPV, so is less complex and better defined (performance risk / guarantees) than a major upgrade of an</p>

Section Number	Summary of issue raised	Applicant's Response	WRWA Comments
			<p>existing plant. Contractual / performance complexity creates project risk including to performance, programme and cost. By way of context, the EfW EPC landscape in the UK over recent decades has significantly diminished in choice due to many contractors "exiting" the EfW market due to commercial difficulty and distress.</p> <p>While it is stated that "<i>it is not considered likely that physical changes would be required to the Riverside 1 abatement system</i>", more evidence is required to assess whether this is the case. For example, does the Applicant have evidence (e.g. from pilot plant testing) that the Cory flue gas profiles are reliably within the input specification for the CC plant, demonstrating that the CC plant will perform as expected?</p>
1.2	Challenges in securing performance guarantees at retrofit projects	<p>As has been set out in the Application documents, not least the Project Benefits Report (APP-042) the Applicant has a proven track record of delivering large scale complex infrastructure including Riverside 1 and 2 and its recent redevelopment of a transfer station at Barking. Cory is highly experienced in securing suitable EPC contractual arrangements and the appropriate performance guarantees necessary in delivering such projects successfully. These are commercial matters for Cory and are not relevant to WRWA. Furthermore, carbon capture rates do not impact the waste incineration service the Applicant provides to the WRWA.</p> <p>The WRWA will be liable under the UK Emissions Trading Scheme (ETS). The Applicant is under no obligation with WRWA to install carbon capture technology on the Riverside 1 EfW facility. If the Applicant does install the Proposed Scheme, CEL (as counterparty to the WMSA) could enter into a commercial contract with WRWA to capture (most) of the carbon from WRWA's waste (passing this obligation on to the Applicant), with WRWA obtaining the benefit of avoiding ETS costs. Such an agreement however is purely a commercial matter and is not relevant to planning. It is noted that any physical interaction between the projects will be agreed through private voluntary agreement between the Applicant and RRRL, which for the reasons discussed in section 2, will also want to ensure that day to day operations of the EfW are not affected.</p>	<p>We question the relevance of developing a transfer station to the successful realisation of a nascent and complex technology such as CC. Further detail would be required on how Cory experience at the transfer station and EfW facilities is of specific relevance to the CC project (essentially a large complex chemical plant).</p> <p>More evidence from the Applicant is required to assess the claim that "<i>carbon capture rates do not impact the waste incineration service the Applicant provides to the WRWA</i>".</p>
1.3	Downstream CO <sub>2</sub> transport and storage	<p>As it is entitled to (and as expected in NPS EN-1) the Applicant has made a judgement on the financial and technical viability of the Proposed Scheme. This judgement has not been made lightly, taking account of both the prevailing and emerging UK regulatory and market framework, and following a programme of robust technical appraisal and extensive consultation with prospective partners across the potential carbon capture and storage value chain, including global leaders in the deployment and operation of specialist shipping and offshore assets, and those entities bringing forward the transport and storage network (for example, Viking). None of these matters are relevant to WRWA or the contracted waste management services Cory provides to WRWA through Riverside 1.</p> <p>Furthermore, the Proposed Scheme includes for a buffer storage area for captured carbon, a Proposed Jetty which can take bigger ships and thus improve resilience, and ultimately that if carbon cannot be transported to site, it would in such circumstances be emitted from Riverside 1 and Riverside 2. None of this will impact on the ability of Riverside 1 to operate.</p>	<p>In relation to the assertion that "<i>None of these matters are relevant to WRWA</i>", WRWA does believe that the full chain of CO<sub>2</sub> management is relevant to WRWA in that interruptions to the downstream CO<sub>2</sub> transport and storage service may effectively create a waste management service continuity risk if the CCS project business model relied upon (which involves payments flowing when CO<sub>2</sub> is eventually stored) is not delivered.</p> <p>The risk of such financial stresses upon any part of the waste and CO<sub>2</sub> management chain, inevitably creates stress on other parts of the chain, including (directly or indirectly) to the entity responsible for delivering the waste treatment service.</p> <p>Whilst the components of the chain may be commercially separated, inevitably all links in the chain are co-dependent. The scale of investment required and financial dependency on the CO<sub>2</sub> storage revenue payments connects and influence the financial viability of all.</p> <p>While the proposed buffer storage of CO<sub>2</sub> may be expected to help reduce the full chain inter-dependency described, it</p>

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			<p>cannot eliminate it, and overall the project then still imparts risk that transfers upstream to WRWA via the additional commercial, financial and operational risks that will be experienced by the EfW Operator.</p> <p>In this way, the CC project imparts risk on WRWA, opening it up to the possibility that costs / losses incurred could undermine the commercial footing of Cory and hence of WRWA service continuity.</p>
1.4	Waste management service continuity	<p>As stated above, Cory has a proven track record of delivering and operating large scale complex waste management infrastructure (including Riverside 1 and 2) and associated logistical services. None of the assertions raised by WRWA are relevant to the operation of Riverside 1 or the waste management services provided by Cory to WRWA. The operation of the Proposed Scheme falls outside the remit of RRRL, who owns and operates the Riverside 1 EfW facility; the Carbon Capture Facility will be operated under a separate SPV. In any event, whether or not the Carbon Capture Facility operates as planned, Riverside 1 will continue operating as it does today, and delivering on the WRWA contract. Furthermore, the design does allow for Carbon Capture bypass and storage.</p>	<p>Service continuity is a key concern for WRWA, and was a major factor when awarding the WMSA. Given the large scale, complexity and degree of integration of the CC process to the existing EfW plant, there is risk that service interruptions will occur (during construction and operation) that means WRWA waste will need to be diverted. Such diversions of waste are exceptions to the contracted service, which should be avoided. Noting this project complexity, scale etc, the statement that "whether or not the Carbon Capture Facility operates as planned, Riverside 1 will continue operating as it does today, and delivering on the WRWA contract", does not appear to credibly account for the additional CC project risk, and the Applicant Response is not supported by sufficient evidence to justify the claim made.</p> <p>While the inclusion of a CC plant bypass and retention of chimney stacks may reduce (but not eliminate) the additional service continuity risk during the CC plant's eventual operational phase, during the substantial construction phase the additional service interruption risk would appear to remain unmitigated by such measures.</p>

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1.5	Alternative approaches to decarbonisation	<p>This point is noted in the context of the WRWA previously publicly stating in its s.35 support letter that "It is hard to believe that there will be other options to decarbonise our waste, certainly by 2030, which is why we [WRWA] are writing to record our support for the Project".</p> <p>The Applicant is entitled to make a judgment on both the financial and technical viability of the Proposed Scheme. The Government has also confirmed that it agrees with the CCS "CCS is a necessity, not an option" (NPS EN-1 para. 3.5.2). Further, Government will incentivise the deployment of carbon capture technology through the industrial Carbon Capture Business Model for industrial users, which includes energy from waste facilities which have no viable alternative to achieve "deep decarbonisation" (NPS EN-1 para 2.4.7).</p> <p>Whilst the Applicant is not obliged to evaluate alternative technologies to CCS, it will continue to evaluate the viability of complementary decarbonisation measures. Nevertheless, the alternatives now presented by WRWA, even if viable, would not be capable of securing "deep decarbonisation" of the scale achievable by the Proposed Scheme. For example, pre-sorting plastic waste before [REDACTED] sending to EfW facilities would not deliver equivalent CO2 savings for several reasons. Plastics often get mixed up with other types of waste, making it difficult to sort and extract them effectively. Contaminated plastics can reduce the efficiency of recycling processes and the quality of the recycled material. Not all plastics can be easily sorted and recycled which means the process</p>	<p>While WRWA recognises the benefits of successfully implemented CC, supportive statements made were not intended as an unconditional endorsement.</p> <p>In evaluating the Applicant's statement that it is "<i>not obliged to evaluate alternative technologies to CCS</i>" it should be noted that Part II of Sch. 4 of the EIA Regulations requires the applicant to provide 'an outline of the main alternatives studied by the applicant or appellant and an indication of the main reasons for his choice, taking into account the environmental effects'.</p> <p>The Environmental Statement: 6.1, Chapter 3: Consideration of Alternatives only considers technology variations for CC and does not consider alternatives for reducing the fossil carbon content of incoming residual waste that would not necessarily incur many of the negative aspects of retrofitting CC technology to Riverside 1 as identified by WRWA.</p> <p>The statement that electricity generation is a "<i>secondary</i>" purpose of EfW appears to be in conflict with the consents for the Riverside 1 and Riverside 2 facilities, which were granted in light of the need for generating stations (S.36 and NSIP).</p>

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		<p>produces high quality control rejection rates, plastics that either fail to be extracted and stay in the waste stream (often after multiple cycles around the processing plant) and ultimately directed to EfW or landfill. Some types of plastics, such as multi-layered or composite plastics are particularly challenging to process. The sorting process is also time-consuming, far slower and labour intensive than the corresponding waste treatment rate of a modern EfW, and in this case two large co-located EfWs. Such a facility would also require associated development including dedicated road logistics infrastructure and substantial areas of operational and contingency storage accommodation.</p> <p>Notably, it is not necessary (or even preferable) for such pre-sorting facility to be co-located with the EfW facilities. The EfW facilities only need residual waste, not plastics. Whether or not a pre-sorting facility of the type envisaged above could be accommodated on land close to Riverside 1 and 2, due to its scale and operating configuration, a large third-party site would be required, together with a corresponding road or river logistics corridor and associated infrastructure.</p> <p>In addition, the market for recycled plastics can be volatile. If there is low demand for certain types of recycled plastics, the economic incentive to recycle them diminishes. Consequently, the practical difficulties associated with both extracting and then disposing of recycled plastics is the primary reason why plastics pre-sorting is not widely deployed. It is also that it is not currently clear what the impact of carbon pricing and the rules on Extended Producer Responsibility will have on packaging design moving forward. This means that there is a high risk of obsolescence associated with developing front end sorting equipment. This can be contrasted with the Government's clear approach to policy development for the planning, economic and regulatory policy for CCS.</p> <p>By the far the most effective way to minimise the production of fossil derived CO2 is to prevent it from entering the waste stream in the first place, upstream of the EfW. However, where this is not possible, CCS abated EfW is a far superior method of achieving deep decarbonisation than pre-sorting plastics in dedicated facilities given the inherent problems with the latter technology. Whilst the Applicant supports sortation and recycling – they do not reduce the need for CCS.</p> <p>WRWA claims that the potential reduction of electricity export to the National Grid would be “20-30%”, due to the power demand requirements of the carbon capture equipment associated with Riverside 1. The representation then claims that a reduction in current generation capacity would need to be met by a corresponding increase elsewhere, requiring development of an additional generation facility. It is for the National Grid to determine the electricity generation mix for the UK, and it would be conjecture to seek to guess how it would choose to replace any energy no longer produced from Riverside 1 or Riverside 2. In particular, given the amount of renewable electricity generation projects already coming forward to meet the challenge set by NPS EN-1 (and the future coming on stream of Hinkley Point C and Sizewell C Nuclear Power Stations), it is not considered that this is something that should be seen as problematic.</p> <p>Whether the power demands of the Carbon Capture Facility are met by Riverside 1 (and Riverside 2) or the National Grid is irrelevant. The primary purpose of energy from waste facilities is to safely and efficiently treat residual waste; the societal benefits associated with this primary purpose are very significant, hence why Government is providing significant support towards the application of CCS to energy from waste assets. Energy from waste's contribution to the electricity supply is also an important, but secondary, purpose. The Carbon Capture Facility will require both electricity and steam to function, and the most economically, operationally and</p>	<p>The response notes that “<i>The primary purpose of energy from waste facilities is to safely and efficiently treat residual waste,</i>” - we agree with this statement and note that the reliable provision of this treatment service was a main reason that the installation was contracted to treat WRWA waste. The CC project technical complexity imparts EFW service continuity risk, which is then a concern to WRWA, as already noted.</p> <p>Confirmation that energy generated by the EfW plants will be utilised for the CC plant appears to confirm that less energy will be externally supplied, and is in conflict with original s36 and NSIP energy need basis.</p>

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		<p>environmentally preferable option is highly likely for those needs to be met by the associated energy from waste facilities, rather than via the construction of a new electricity and steam generating station. As explained at ISH1, the Applicant has provided for this in the design of the Proposed Scheme (REP1-024).</p> <p>If waste services are disrupted, Cory is responsible under its contract with the WRWA (WMSA) for storage and diversion of delivered residual waste. Once the boroughs have delivered the waste to the transfer stations, they have met their obligations. From that point on, Cory has taken ownership of the residual waste and under contract must treat/dispose of it in a suitable way and Cory is liable for any extra costs associated with this. The RRRL Protective Provisions ensure that RRRL can influence the construction and design of the Proposed Scheme to minimise disruption impacts.</p> <p>Nothing in the WMSA requires Cory to use the 'Belvedere Surplus Land' (which in the nomenclature of the Proposed Scheme, is the Borax Land) for any purpose benefiting the WRWA.</p>	
2.1 (Table 1)	Works to construct new jetty	<p>The Applicant is clearly constructing a Proposed Jetty. The optionality remains only if construction of that Proposed Jetty will lead to the removal of the disused BPS Jetty. The preliminary NRA will be updated at detailed design stage, pursuant to the DCO, to ensure there is no risk to navigational safety in the Thames or impact to the safe and efficient operational use of the existing Middleton Jetty for waste transfer. Clearly if congestion was predicted this in and of itself could cause navigational safety and operational risks, but the preliminary NRA undertaken for this stage of the process and discussed with the PLA does not consider this likely to be the case.</p> <p>The Applicant has a proven track record of delivering large scale complex infrastructure including Riverside 1 and Riverside 2 (which is on track to be operational by 2026). Cory is currently constructing Riverside 2 on land immediately adjacent to Riverside1, including sharing of access and utilities infrastructure, with no impact on Riverside 1's operations; and no impact on the service provided to WRWA.</p> <p>In any event, once the boroughs have delivered the waste to the transfer stations, WRWA has met its obligations. From that point on, Cory has taken ownership of the waste and under contract must treat/dispose of it in a suitable way pursuant to the contract. WRWA's waste has priority at the Riverside 1 EfW facility. In the unlikely event of any disruption, other customers' waste would be diverted first. In the event that WRWA's waste did need to be diverted, Cory is liable for managing this and picking up any associated additional cost. The assertion made that any diverted would go to landfill is a wholly unsubstantiated assumption that does not reflect how Cory regularly manages its diversions, as and when they are required (for example during maintenance).</p>	<p>It should be emphasised that the preliminary NRA only considers hazards to shipping (collision, contact, grounding, and breakout), rather than potential for delay congestion or impediment of movements. As such no conclusions can be drawn on risks posed by disruption at present.</p> <p>Rather than being updated at detailed design stage, the NRA should be updated now to provide evidence to the ExA that this can be managed.</p> <p>While it is stated that landfill of diverted waste "<i>does not reflect how Cory regularly manages its diversions</i>" this does not appear to preclude the possibility that landfill may be used in some circumstances.</p>
2.1 (Table 1)	Works to England Coast Path	<p>Not only is the Applicant an experienced operator with a proven track record of delivering waste management infrastructure, Cory is also highly motivated to optimise the interfaces between the Proposed Scheme and Riverside 1 and 2 (when operational). To secure the benefits of decarbonisation from the Proposed Scheme, Cory will need to install a physical connection to the emission stacks at both Riverside 1 and 2, in order to divert the flue gases. The export connection will also require above ground pipework to run along the eastern flank of Riverside 1 (principally non-operational land used for landscaping and a mitigation wetland habitat area) to connect the Carbon Capture Facility to the new Jetty. Furthermore, the above ground infrastructure on the eastern boundary of RRRL land is situated on land which is not permitted to be used for waste management purposes and is constrained. It is also noted that the construction of the Proposed Jetty across the England Coast Path is some distance away from Middleton Jetty. As such it will not be possible for those works to disturb movement of waste from barges at the latter jetty.</p>	<p>In relation to the Applicant's delivery of "<i>waste management infrastructure</i>" it is again important to emphasise that this experience does not transfer directly to the operation of novel and complex carbon capture equipment. Further relevant evidence of Cory's capability to deliver and operate this scale and type of CC plant is sought.</p>



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2.1 (Table 1)	Abnormal Indivisible Loads (AILs)	The Applicant understands, and has experience of, managing interface risks. Under the WMSA for Riverside 1, Cory has obligations to WRWA to treat its waste, with significant penalties if it fails to comply. Consequently, it is for the Applicant and RRRL to manage all interface risks during construction, not the WRWA, including in relation to access. Cory has demonstrated that it continues to effectively manage potential construction risks, through the successful construction of Riverside 2, with no impact on the service provided to WRWA, at Riverside 1.	In relation to the reference to “successful construction of Riverside 2” it should be noted that the facility is understood to still be in construction, and projected by Cory to be operational in 2026 [REDACTED] [REDACTED] Evidence of previous successful development of waste treatment projects does not obviate the need for assessment of risks posed by development of CC. Further relevant evidence of Cory's capability to deliver and operate this scale and type of CC plant is sought.
2.1 (Table 1)	Works on roads movements around the Riverside 1 site	Cory understands and has experience of managing any interface risks. Cory has a contract with WRWA providing incineration services at Riverside 1. Cory has obligations to comply with under that contract, with significant penalties if Cory fail to do so. It is for Cory to manage any interface risks during construction not WRWA. Furthermore, Cory has successfully demonstrated that these potential construction risks through the construction of R2, with no impact on the service Cory provides to WRWA.	Construction of Riverside 2 is not a definitive guarantee that subsequent development of CC will not have negative consequences. With the build out of Riverside 2, available site area for construction activities, storage and intra-site movements is diminished, increasing CC construction works risks.
2.1 (Table 1)	Undertaking preconstruction investigations	Cory understands and has experience of managing any interface risks. Cory has a contract with WRWA providing incineration services at Riverside 1. Cory has obligations to comply with under that contract, with significant penalties if Cory fail to do so. It is for Cory to manage any interface risks during construction not WRWA. Cory has successfully demonstrated that these potential construction risks through the construction of Riverside 2, with no impact on the service Cory provides to WRWA. In any event, the focus of any preconstruction investigations will occur on the main development footprint itself, which is out with the area of Riverside 1.	
2.1 (Table 1)	Use of areas of the site construction compounds and laydown	The Applicant notes that all site construction and laydown areas bar the Proposed Jetty Construction Compound are on locations off of Norman Road and some distance away from Riverside 1.  Furthermore, construction of the Proposed Jetty is anticipated to be predominantly from the river. Installation of the above ground pipework and Access Trestle will be temporary period and commensurate with the limited scale of proposed infrastructure to be installed on the eastern flank of Riverside 1. The Outline CoCP also notes that access to business will still be able to be taken in the Proposed Jetty Temporary Construction Compound.  Matters such as this will also be managed pursuant to the approvals in the RRRL Protective Provisions.	
2.1 (Table 1)	Onshore construction traffic, including deliveries to construction site, access by construction staff, and movements within the site	As is set out above, the Applicant can demonstrate successful risk management in the construction of Riverside 2 with no impact on WRWA.  In any event, WRWA's waste is delivered by river and traffic management of Norman Road will be managed by the CTMP.	Notwithstanding delivery of WRWA waste by river, ongoing operation of Riverside 1 is contingent on vehicle movements by road, including delivery of waste from other suppliers, delivery of consumables, and offtake of EfW outputs.
2.1 (Table 1)	Utility connections	Cory understands and has experience of managing any interface risks. Cory has a contract with WRWA providing incineration services at Riverside 1, which require it to operate and thus having the relevant utility supplies in place. Cory has obligations to comply with under that contract, with significant penalties if Cory fail to do so. It is for Cory to manage any interface risks during construction not WRWA. In any event, there will be no impacts on operations to connect utility connections as that installation would be timed with planned outages for Riverside 1 and Riverside 2.	
2.1 (Table 1)	Electrical installation works		

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2.1 (Table 1)	Ground gas migration	The Applicant considers this concern is misplaced. The potential for gas migration risk from the Proposed Scheme has been comprehensively addressed in the Environmental Statement, principally at Chapter 17: Ground Conditions and Soils (APP-061) and Chapter 20: Major Accidents and Disasters (APP-069). There is no inherent risk from contaminants to the WRWA's interests.	The site has a potentially contaminated history and a need for further ground investigation (including gas monitoring) with gaps in information acknowledged in Appendix 17.1 Preliminary Risk Assessment, and a theoretical risk therefore remains.
2.1 (Table 1)	Flood wall damage	As is set out above, the Applicant can demonstrate successful risk management in the construction of Riverside 2 with no impact on WRWA.  WRWA's waste is delivered by river to the Middleton Jetty, an asset designed, built and maintained for this purpose. The Proposed Scheme has been designed to avoid impact both on Middleton Jetty and on the integrity of the flood embankment. The connecting pipework will not touch the EA's asset, instead using the airspace above. A detailed methodology will be provided to the EA at the detailed design stage and is required to be approved by them pursuant to its Protective Provisions. The EA will therefore be able to ensure that the concerns raised by WRWA will not arise. This issue was successfully addressed as part of the Riverside 1 construction process, when building the access ramp to Middleton Jetty, a much larger and substantial bridge that crosses over the footpath and flood embankment.	
2.1 (Table 1)	Unexploded ordinance (UXO)	UXO is a standard risk that is effectively managed through expert UXO reports, an approach wholly successfully implemented in building both Riverside 1 and Riverside 2, and which is required to take place for the Proposed Scheme pursuant to paragraph 15.3.4 of the Outline Code of Construction Practice.	Despite these assurances, we would reiterate that the Applicant has stated that the "the Site is within a 'High' risk area from UXO" (Environmental Statement: 6.1 Chapter 17: Ground Conditions). For this reason, it remains the case the UXO risk to WRWA's interests is material.
2.1 (Table 1)	Liability for RRRL damage to carbon capture plant installation during construction	There is no mechanism for 'additional liabilities' from damage by RRRL to carbon capture assets to flow directly through to WRWA under the WMSA. There is therefore no need for an indemnity for WRWA. Construction interface risk and liabilities will be managed through agreements between RRRL and relevant CCS parties (similar to the construction of Riverside 2) and through insurance.	
2.2	Contamination Risk During the Construction Phase (Appendix 2, Section 2.2)	The Applicant considers this concern is misplaced. The potential for contaminants resulting from the Proposed Scheme has been comprehensively addressed in the Environmental Statement, principally at Chapter 5: Air Quality (APP-054), Chapter 17: Ground Conditions and Soils (APP-061) and Chapter 20: Major Accidents and Disasters (APP-069). There is no inherent risk from contaminants to the WRWA's interests. The Applicant has added WRWA as a consultee to DCO Requirement 21.	The site has a potentially contaminated history and a need for further ground investigation (including soil and groundwater sampling for contamination) with gaps in information acknowledged in Appendix 17.1 Preliminary Risk Assessment, and a theoretical risk remains. Notwithstanding assertions made by the Applicant, WRWA considers that construction related risks cannot be entirely dismissed.
3.1 (Table 2)	Reduction in electricity export to the national grid and associated loss of power revenues. The loss of EfW power also removes from the National Grid a substantial base load, partly renewable power supply source, which also has "security of supply" energy generation merit as it is derived from a UK fuel source (locally collected waste).	It is for National Grid to determine its base load supply. Government is clear in its priorities to deliver decarbonisation, at speed and at scale. The use of energy generated by Riverside 1 and 2 for the Carbon Capture Facility is wholly appropriate, not least because the primary purpose of these facilities is to safely and efficiently treat residual waste, not generate energy. The Carbon Capture Facility has no bearing on either the waste throughput or energy generating capacity of Riverside 1. It is currently intended for the Carbon Capture Facility to use energy from Riverside 1 and/or 2 (as this is the optimal solution to its energy needs). However, that use is simply a different use of the energy generated, not a decrease in energy generating capacity.	In this context we would highlight that Riverside 1 and Riverside 2 are consented as generation stations, and as such the importance of their role in electricity production cannot be dismissed.  Confirmation that energy generated at R1 & R2 will be used for the CC plant confirms that less will be <i>exported</i> to the grid - see earlier comments regarding original s36 and NSIP approval basis.
	Stated reduction in energy generating capacity would be sufficient to reduce electrical output of Riverside 1 from the S.36/NSIP threshold.	WRWA's concern about loss of revenues as a result of Riverside 1 supplying the CCS facility is a commercial matter, and is misplaced. The CCS SPV will have to pay for the power, it will not be receiving it for free.	Unresolved commercial matters remain risks to WRWA. Internal payments between SPVs provide no guarantee to WRWA.

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3.1 (Table 2)	Increased complexity in processes and equipment associated with Riverside 1 increases overall risk of service disruption	<p>As is set out above, the Applicant can demonstrate successful risk management in the construction of Riverside 2 with no impact on WRWA.</p> <p>In any event, the interfaces between Riverside 1 and the Carbon Capture Facility are not complex; essentially ensuring the safe and efficient transfer of power and flue gases from the former to the latter. Further, Riverside 1 would continue to operate, and WRWA would continue to have incineration services provided, even if the Carbon Capture Facility is not operating. There is no substantiated risk to service provision.</p>	It would be helpful if the Applicant could elaborate on mechanisms that will be in place to ensure that "WRWA would continue to have incineration services provided, even if the Carbon Capture Facility is not operating".
3.1 (Table 2)	Variation of the Riverside 1 Environmental Permit	The emission levels for Riverside 1 (and Riverside 2) are already established through the Environmental Permit held for each facility. These have been drafted as relevant to the EfW and abatement technologies approved for use within each facility. The Carbon Capture Facility will have its own Environmental Permit, pre-application discussions for which are underway with the EA. There is nothing to read into the EA not being able to update the Examining Authority on its position; Cory understands that the EA is simply stretched and a meeting is in the process of being arranged. There is a due process for the environmental permitting regime and this will not affect Cory's compliance with the WMSA; again this is not a matter for WRWA or the contractual arrangements between the parties.	Contrary to this assertion that emissions levels are "already established", the applicant has acknowledged above that it "will need to vary the permits for Riverside 1 and Riverside 2". Any changes to operating parameters may impact upon WRWA.
3.1 (Table 2)	Flue gas, steam and CO2 leakage risks and safety zones	The Applicant has undertaken the design process mindful of the need to account for safety considerations. It does not consider that the imposition of the Proposed Scheme would lead to the imposition of restrictions on the operations of Riverside 1 or access to it.	
3.1 (Table 2)	Storage and use of hazardous substances	The Applicant is an experienced operator with a proven track record of operating waste management infrastructure including Riverside 1, which uses a range of substances all of which need to be transported, stored, used and disposed of safely. Storage and use of any hazardous substances are covered by national legislation and guidance and will be able to be dealt with within the operational envelope of the Proposed Scheme without causing an impact on the operations of Riverside 1. This is not a matter of concern for WRWA.	
3.1 (Table 2)	River access congestion	Specialist marine consultants NASH have prepared a preliminary NRA that considers all river users including Cory's lighterage movements. The Applicant is highly motivated to ensure that Cory's river operations are not impacted by the Proposed Scheme, and this was a key matter considered in the Jetty Site Alternatives Report (APP-126). This is not a matter of concern for WRWA. Furthermore, the preliminary NRA will be updated at detailed design stage, pursuant to the DCO, to ensure there is no risk to navigational safety in the Thames or impact to the safe and efficient operational use of the existing Middleton Jetty for waste transfer. Clearly if congestion was predicted to cause this in and of itself would cause navigational safety and operational risks, but the preliminary NRA undertaken for this stage of the process and discussed with the PLA does not consider this is likely to be the case.	It should be noted that the preliminary NRA only considers hazards to shipping (collision, contact, grounding, and breakout), rather than potential for delay congestion or impediment of movements. As such no conclusions can be drawn on risks posed by disruption at present. It is arguable that the NRA should be updated/elaborated at this stage to ensure that impacts can be fully assessed.
3.1 (Table 2)	Flue gas ducting impact on site operations	<p>The flue gas interface between Riverside 1 and the Carbon Capture Facility is not especially complex; it simply ensures the safe and efficient transfer of flue gases from the former to the latter. It would have no impact on the incineration of WRWA's waste.</p> <p>The LCO2 pipework will have no direct interface with the Riverside 1 EfW facility and suitable space will remain to ensure efficient and effective maintenance without disruption to the contracted waste services.</p> <p>Further, Riverside 1 would continue to operate, and WRWA would continue to have incineration services provided, even if the Carbon Capture Facility is not operating. There is no substantiated risk to service provision.</p>	

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3.1 (Table 2)	CO2 pipeline constraint to current and future EfW operations	Cory understands and has experience of managing any interface risks. Cory has a contract with WRWA providing incineration services at Riverside 1. Cory has obligations to comply with under that contract, with significant penalties if Cory fail to do so. It is for Cory to manage any interface risks during operation not WRWA. Cory has successfully demonstrated that these potential operational risks through the development of Riverside 2, with no impact on the service Cory provides to WRWA. Given the presence of Riverside 1 and Riverside 2 on the Riverside Campus, there is unlikely to be further expansion of EfW operations beyond those already operated or consented. In any event, the interfaces between CCS and Riverside 1 and Riverside 2 are limited. Furthermore, future land use options are for Cory to determine, not WRWA.	Cory's management of operational and construction risks during the development of Riverside 2 is of limited relevance to the constraints arising in the long term due to the CC facility addition, including the permanent CO2 pipeline, and other additional process equipment that will require connection and integration to the EfW plant(s).
3.1 (Table 2)	CO2 pipeline maintenance access	Cory understands and has experience of managing any interface risks. Cory has a contract with WRWA providing incineration services at Riverside 1. Cory has obligations to comply with under that contract, with significant penalties if Cory fail to do so. It is for Cory to manage any interface risks during operation not WRWA. Cory has successfully demonstrated that these potential operational risks through the development of Riverside 2, with no impact on the service Cory provides to WRWA. In any event, the interfaces between CCS and Riverside 1 and Riverside 2 are limited. Furthermore, WRWA's waste (along with the majority of other customer waste) comes via the river and waste vehicle deliveries such as London Borough of Bexley come in via the main gate and weighbridge towards the centre of the Riverside Campus. The access to the eastern side is used less frequently and maintenance requirements of Riverside 1 will not be compromised.	Statements of competence and assurances that there will be "no impact on the service Cory provides to WRWA" are not supported by sufficient evidence to counter the significance of the risk to WRWA, noting the project scale and complexity already described.
3.1 (Table 2)	Capacity of utilities	There is no impact on WRWA's interests. Cory has ensured that Riverside 1 and Riverside 2 have the utilities that they need to operate successfully and will do so with CCS too.	
3.1 (Table 2)	Works access to utility connections	As identified in the WRWA Written Representation, the Applicant has proactively engaged with relevant providers, including Thames Water, to ensure that suitable provision for the required utilities is made, not just for the Proposed Scheme but also without detriment to Riverside 1, or 2. In any event, the interfaces between CCS and Riverside 1 are limited. Further consideration will be given to existing utilities and the overhead pipework as part of the detailed design stage, again with a focus of ensuring no detriment to the efficient and effective operation of Riverside 1 and 2. Control of this is secured pursuant to the RRRL Protective Provisions.	
3.1 (Table 2)	Liability for RRRL damage to carbon capture installation during operations	There is no mechanism for 'additional liabilities' from damage by RRRL to carbon capture assets to flow directly through to WRWA under the WMSA. There is therefore no need for an indemnity for WRWA. Operational interface risk and liabilities will be managed through agreements between RRRL and relevant CCS parties and through insurance.	
3.1 (Table 2)	Interactions with heat offtake	The relationship between the Riverside EfW facilities and the Carbon Capture Facility in relation to heat is addressed at Appendix A of the Written Summary of the Applicant's Oral Submission at ISH1 (REP1-025). This matter is neither important nor relevant to the planning process.	
3.1 (Table 2)	Impediment to development of the proposed AD facility	The AD facility proposed for Riverside 2 forms part of Phase 2 delivery for that facility. WRWA and Cory have agreed pursuant to contract what would happen in the event that the AD facility is not developed in time for mandatory food waste collections. In any event, the Proposed Scheme does not affect delivery of the AD facility; they can be built alongside each other.	
3.1 (Table 2)	Liabilities for flue gas quality	There is no mechanism for any liabilities incurred by RRRL relating to flue gas specification to flow directly through to WRWA under the WMSA. The Applicant does not anticipate that the additional need to accommodate the CC plant flue gas input specification will tighten constraints on the composition of waste which can be accepted. The Carbon Capture Facility is being designed in the context of the waste that Riverside 1 and Riverside 2 currently accepts. It is not in Cory's commercial interest to design a CCS facility that impedes the type of waste that Riverside 1 and Riverside 2 process, being Cory's core business.	

Section Number	Summary of issue raised	Applicant's Response	WRWA Comments
3.1 (Table 2)	Availability of suitably qualified personnel for CC plant operation.	Cory is a highly experienced operator and will ensure that the Proposed Scheme is staffed with suitably experienced and qualified staff, as it does at all its facilities. This is not a matter for WRWA or the planning process (noting that other regulatory regimes will have a roles in these matters also).	
3.1 (Table 2)	CO2 offtake risk to ETS costs	This is a purely commercial matter between the parties. This matter is neither important nor relevant to the planning process.	
3.1 (Table 2)	Carbon capture plant contractor	Cory is a highly experienced operator and will ensure that appropriate contractor(s) are in put in place, as it does at all its facilities. Again, this is not a matter for WRWA or the planning process.	
4.1	Consideration of potential impacts upon the operation of Riverside 1 within the submission documents.	<p>WRWA's waste is delivered by river, to Middleton Jetty. The avoidance of disruption to that asset has been a key consideration in the evolution of the Proposed Scheme. Traffic management of Norman Road will be managed by the CTMP. The construction of Riverside 2 commenced in January 2022, with construction vehicles using Norman Road to access the site and construction compounds. There has been no detriment to the ability of staff to access Riverside 1, or to delivery of the WMSA during the construction of that scheme. Furthermore, the RRRL Protective Provisions ensure that these outcomes will be secured.</p> <p>As a result of this, there is no need to assess the implications upstream or the operation of Riverside 1 – it is fully expected that the potential impacts raised will be managed to ensure that such impacts do not arise.</p>	Notwithstanding the statement that “potential impacts raised will be managed”, details on how these impacts will be managed appears to be lacking. A commitment from the Applicant with evidence that this would not be the case is therefore required.
5.1	<p>Overall Funding Model</p> <p>The Funding Statement does not however provide details of the revenue sources which are expected to operate CCS and the pay back required capital investment. For reasons elaborated below in section 5.2, despite benefits in avoiding costs under the UK Emissions Trading Scheme (UK ETS), current market indications suggest that CCS is expected to be unviable without significant government subsidy.</p>	<p>Government has made its ambitions for CCS clear – committing to providing funding to support the establishment of CCS in at least four industrial clusters by 2030. The Applicant has a clear strategy to secure funding for the Proposed Scheme and intends to formally engage with one or more of the UK Government's Waste Industrial Carbon Capture Business Model funding competitions. Due to the specific characteristics of the project, including the significant decarbonisation benefits resulting from its scale and location on the River Thames, as a Non-Pipeline Transport (NPT) project the proposed development is well positioned to competitively participate in the forthcoming Track 2 ICC process, or indeed subsequent competitions. The UK Government recently reiterated its commitment to Track 2 and is currently consulting on adaptations to the ICC Business Models to accommodate NPT projects (refs).</p> <p>WRWA's advisors make a number of superfluous and highly speculative comments regarding the forthcoming UK ETS regime (insofar as it relates to the energy from waste sector, and the Proposed Scheme) and potential for income from stored biogenic carbon. The Applicant does not intend to respond in detail to these sections as they are neither important nor relevant to the planning process.</p>	Notwithstanding the Applicant's “clear strategy to secure funding” it remains the case that CCS is highly unlikely to be viable without government support. This support must be secured by a competitive tendering process, with many EfW facilities competing for finite funding. Since the success of the scheme hinges on this uncertain support, there is a strong possibility that WRWA's interests are compromised in pursuit of a CCS scheme which may not be ultimately realised.
5.2	Carbon capture costs in the context of the UK Emissions Trading Scheme	<p>The cost of the Proposed Scheme and its interaction with the ETS are commercial matters not relevant to this DCO application.</p> <p>The commercial deal to be made between EfW facilities that have carbon capture enabled, and their customers, to capture the carbon generated by waste processed, is not relevant to this DCO application.</p>	Costs discussed are pertinent to the ultimate viability of CCS in the absence of government support, and they are therefore of relevance in the context of the above point.

Section Number	Summary of issue raised	Applicant's Response	WRWA Comments
5.3	<p>Possibility of Delays in Subsuming EfW within the UK ETS</p> <p>Relevance to the financial case for application of CC to EfW is the timescale over which any savings under UK ETS can be achieved. The new Government has not publicly expressed any intention to depart from the scheduled full inclusion of EfW with ETS from 2028 (with monitoring requirements applying from 2026). Nevertheless, it is possible that implementation challenges could ultimately lead to delays.</p> <p>Relevant factors include for example complexities around the administration for the inclusion of EfW, lack of preparedness of the waste sector, as well as the inherent political sensitivity of inclusion (with substantial local authority cost implications).</p>	<p>A change in law to bring EfW within the UK ETS is irrelevant to this DCO application. It is for Cory to consider the overall economics of the Proposed Scheme. The Proposed Scheme provides the only credible means to reduce the ETS liability that WRWA will have and in turn will need to compensate Cory. This is a commercial matter, which will be negotiated between EfW facilities and their customers in the context of the proposed carbon charges. ETS is being introduced to incentivise the decarbonisation of residual waste, which will be delivered by the Proposed Scheme. The economic model for the Proposed Scheme will be based on a combination of government support for CCS, carbon pricing for fossil carbon within residual waste, and the potential for decarbonisation services to other hard to abate sectors of the economy (through either voluntary markets or the emergence of a regulated carbon removals market place in the UK). All of these are strongly supported by government policy and legally binding carbon emissions targets</p> <p>In short, the Applicant considers that the Proposed Scheme (which has been fully funded by Cory and not the WRWA thus far) provides a highly credible and very valuable option for the WRWA.</p>	<p>WRWA is concerned that through the CC project it will be unavoidably exposed to costs in excess of those arising from the ETS scheme. A commitment from Cory with evidence that this would not be the case is therefore required.</p>
5.4	<p>Potential for Passthrough of UK ETS Costs to Third Parties</p>	<p>In order for the UK to reach net zero, it is important that industrial facilities that can capture non-fossil carbon, as well as fossil carbon, do so. The UK will not reach net zero without CCS-enabled EfW facilities, BECCS or direct air capture. The reduction in fossil-derived waste (non-biogenic waste) does not erode the case for carbon capture. Indeed, the reduction of fossil carbon within the residual waste stream is complimentary and beneficial, as this will enable higher volumes of biogenic carbon to be captured, which will improve the ability to meet overall net zero targets and provide decarbonisation services to hard to abate sectors.</p>	<p>While the government has acknowledged the benefits of biogenic carbon storage, it is yet to commit to any measures which directly incentivise biogenic carbon capture, and it is not known how this will impact WRWA.</p> <p>It has been indicated that local authority ETS costs associated with combustion of plastic packaging may be accounted for as part of payments made under packaging extended producer responsibility (pEPR). In this case the impetus on councils to reduce ETS cost exposure via CC will be diminished.</p>
5.5	<p>Income from stored biogenic carbon</p>	<p>This is a commercial matter between CCS-enabled EfW facilities and their customers. It is not relevant to this DCO Application.</p>	
5.6	<p>Implications of Carbon Capture Project Failure for WRWA</p>	<p>Refer to Section 2 above.</p>	

