



**WRITTEN SUMMARY
OF THE APPLICANT'S
ORAL SUBMISSIONS
AT COMPULSORY
ACQUISITION
HEARING 2 (CAH2):
9.24**

DECARBONISATION

Cory Decarbonisation Project

PINS Reference: EN010128

February 2025

Revision A

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1. INTRODUCTION

This note summarises the oral submissions made by the Applicant at Compulsory Acquisition Hearing 2 (“CAH2”) held on 11 February 2025 in relation to the application for development consent for the Cory Decarbonisation Project (“the Proposed Scheme”).

Where the Examining Authority (the “ExA”) requested further information from the Applicant on specified matters, or the Applicant undertook to provide further information during the course of CAH2, that further information is either set out in this note or its appendices.

This note does not purport to summarise the oral submissions of other parties, except where necessary to give context to the Applicant’s submissions, or where the Applicant agreed with the submission(s) made and so made no further submissions (this is noted within the document where relevant).

The structure of this note follows the order of the items listed in the detailed agenda for CAH2, focussing on the items where substantive submissions were made by the Applicant, supplemented by related post Hearing submissions which deal with the Action Points from the Hearing and further information to supplement what was said at the Hearing.

To this end, the Applicant would particularly draw the ExA’s attention to the introduction that the Applicant has given in this note, prior to the summary of submissions made in respect of Landsul Limited and Munster Joinery (UK) Limited (‘LMJ’).

It is further noted that LMJ’s CAH2 submissions were based on its Deadline 3 written submissions (REP3-045 and REP3-046). As this is the case, the Applicant has not submitted a separate response document. This note can therefore also be considered to be the Applicant’s response to those submissions.

2. SUMMARY OF APPLICANT'S ORAL SUBMISSIONS AT CAH2

Agenda Item	Applicant's Response								
2. Review of Compulsory Acquisition (CA) and Temporary Possession (TP) powers sought and progress update									
<p>The Applicant is requested to provide an update on progress of, and likely conclusion to, negotiations and summarise the position of those plots where there has not been agreement, and the thirteen Affected Persons (AP) indicated as objecting in the Applicant's Compulsory Acquisition and Temporary Possession Objection Schedule [REP3-030, Appendix B].</p>	<p>The Applicant provided an update on the progress of negotiations of the various parties as set out below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="width: 20%;">Party</th> <th>Update</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Iron Mountain</td> <td> <p>Mr Stuart Cooper, on behalf of the Applicant, confirmed that an agreed Statement of Common Ground ("SoCG") had been submitted to the ExA (REP3-019) but this was not signed as Iron Mountain wanted to consider if there was anything additional to be added to the "matters agreed" section of the SoCG. Mr Cooper also confirmed that should Iron Mountain return a signed SoCG or wish for it to include further matters, then the Applicant would respond and address promptly.</p> <p>Iron Mountain had also been provided with heads of terms for a voluntary Land and Works Agreement. The Applicant was waiting to hear from Iron Mountain as to if it had any comments on these heads of terms but generally engagement had been positive.</p> <p>Post Hearing Note: The Applicant has requested an in person meeting with a view to agreeing the Heads of Terms.</p> <p>Mr Andrew Tait KC, on behalf of the Applicant, directed the ExA to Realty Income's (supported by Iron Mountain as their leaseholder) Deadline 2 submission (REP2-030), paragraph 7, in which Realty Income confirmed its satisfaction with the Proposed Scheme.</p> </td> </tr> <tr> <td style="vertical-align: top;">Environment Agency</td> <td> <p>Mr Matthew Fox, on behalf of the Applicant, explained that from a property point of view, the Applicant had removed the Great Breach Pumping Station from the ambit of the Order limits. As a consequence of this, the Applicant understood that the Environment Agency's only remaining issue was to ensure continued access to the pumping station. The extent to which the Environment Agency is denoted in the Book of Reference is primarily a consequence of its statutory functions.</p> <p>In response to a question from the ExA, Mr Fox indicated that the Land Rights Tracker had no indicated progress since October because the Applicant had been waiting for the Environment Agency to provide their preferred protective provisions, which would deal with access matters. The EA submitted these at Deadline 3 and the Applicant has reviewed them and returned comments to the EA. Mr Fox confirmed that the Applicant could see no reason why and agreed form of Protective Provisions could not be agreed by the end of Examination.</p> <p>He noted that the Environment Agency's primary concern of access had been covered by paragraph 28 of the Applicant's version of the Protective Provisions and is dealt with in paragraph 8 of the EA's version. As such, in principle the Applicant is content to provide for this matter in the Protective Provisions.</p> <p>Mr Fox went on to confirm there would not be a separate land agreement between the parties.</p> </td> </tr> <tr> <td style="vertical-align: top;">Jay Anderson</td> <td> <p>Mr Stuart Cooper, on behalf of the Applicant, confirmed that the Applicant has been in regular communication with Ms Anderson (who is an occupier on the basis of a grazing tenancy) and has sought, and offered, further meetings on site to discuss Ms Anderson's concerns; the Applicant has previously met Ms Anderson on site in May 2024.</p> <p>The Applicant has sought to engage Ms Anderson in a careful and considered way, using phone calls, letters with clear and concise language, and text messages to communicate and has provided information on and dates relevant to the Examination process. Following CAH2 the Applicant has also provided an undertaking (on a direct to advisor basis – in other words, if Ms Anderson wished to receive professional advice then she could pass the undertaking letter directly to her chosen advisor) so that Ms Anderson can obtain independent advice on the implications of the DCO application and the SoCG being sought by the Applicant.</p> </td> </tr> </tbody> </table>	Party	Update	Iron Mountain	<p>Mr Stuart Cooper, on behalf of the Applicant, confirmed that an agreed Statement of Common Ground ("SoCG") had been submitted to the ExA (REP3-019) but this was not signed as Iron Mountain wanted to consider if there was anything additional to be added to the "matters agreed" section of the SoCG. 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		<p>The Applicant recognises that Ms Anderson is not in favour of the Proposed Scheme and has sought to recognise this in no uncertain terms in the draft SoCG. The draft SoCG also seeks to record the concerns Ms Anderson raised in meeting the Applicant on site in May 2024, and which require further discussion:</p> <ul style="list-style-type: none"> • The relocation of stabling and the amount of grazing available for Ms Anderson's horses; • Resilience of stabling to potential flood waters and waterlogging of the surrounding paddocks; • Provision of water and electricity to stables; and • Maintaining access to remaining grazing areas. <p>Since CAH2, Ms Anderson has explained that she does not wish to agree the SoCG at this stage, which the Applicant acknowledges and in doing so has reiterated in simple terms it is ready to meet on site again, when Ms Anderson is ready to do so.</p>	
	<p>London Power Networks plc</p>	<p>Mr Stuart Cooper confirmed that London Power Networks plc (LPN) had a draft SoCG that the Applicant had been chasing approximately twice a week. The protective provisions are also with LPN for review.</p> <p>Mr Fox added that the protective provisions in the draft Order are based on what was agreed with LPN for the Riverside Energy Park Order and so the Applicant expected that this would be resolved quickly. No other land agreement is anticipated to be required.</p> <p>Post Hearing Note: Since the Hearing UKPN (on behalf of its various subsidiaries such as LPN) has now contacted the Applicant to give an undertaking for its legal fees to consider this matter. The Applicant will issue that undertaking and hopefully progress will follow soon after.</p>	
	<p>Peabody Limited and Tilfen Land Limited</p>	<p>Mr Stuart Cooper confirmed that the Applicant had exchanged a third set of Heads of Terms with Peabody and Tilfen in respect of Norman Road Field (the latest correspondence being from the Applicant on 5 February sending the documents), and whilst these could not be shared due to confidentiality, the Applicant considered that there were only a few commercial points that remained outstanding.</p> <p>Post Hearing Note: The Applicant has requested an in person meeting with a view to agreeing the Heads of Terms.</p> <p>Peabody's interest is in Thamesmead Golf Course, within which the Applicant does not intend to take a property interest.</p>	
	<p>Port of London Authority (PLA)</p>	<p>Mr Stuart Cooper confirmed that terms had been exchanged with the PLA and the Applicant was confident that an agreement could be reached. The Applicant and PLA had also met jointly with Aviva to discuss the former Belvedere Power Station Jetty for which Aviva hold the current river works licence. Discussions are currently ongoing as to the shape of the interest to be acquired and its sequencing.</p> <p>Mr Matthew Fox added that discussions with the PLA should be seen in the context of the protective provisions. The Applicant cannot use any land powers without PLA's consent. Whilst the Applicant believes that a voluntary agreement can be reached in due course, if this was not the case, PLA's interests are protected.</p> <p><i>Mrs White, local representative, raised concern with the change in the size of the carbon vessels for the Proposed Scheme.</i></p> <p>Mr Fox responded to confirm that this change was accounted for in the navigation risk assessment that was submitted alongside the first change request (AS-025).</p>	
	<p>Southern Gas Networks (SGN)</p>	<p>Mr Matthew Fox confirmed that the post Deadline 3 examination correspondence submitted by SGN were unexpected. However, since their submission, the Applicant has exchanged correspondence with SGN's legal advisors to seek to make progress on reach an agreed position.</p> <p>Post Hearing Note: The Applicant has now received a draft side agreement from SGN to be entered into alongside the Protective Provisions. The Applicant is reviewing this but as this has been based on the side agreement entered into for Riverside 2, the Applicant sees no reason why resolution cannot be reached quickly. The Applicant has also engaged with the asset management team responsible for the gas main in the area, provided information on the Proposed Scheme, and offered a SoCG.</p>	

	<p>London Borough of Bexley</p>	<p>Mr Matthew Fox, on behalf of the Applicant, confirmed that the Council's interests are essentially highways plots or plots containing public rights of way and where the Council's interests are noted either as owner, or assumed occupier, in that situation. The Applicant considered that the Council's position is sufficiently protected and controlled due to the provisions in the DCO which relate to the controls on street works, in particular Norman Road. The DCO provides for the New Roads and Street Works Act to apply which means that the Applicant has to get a street works licence to carry out those works. Although recorded as having an outstanding objection in the Land Rights Tracker, the Applicant does not believe any matters outstanding are in connection with property matters, rather broader DCO matters and those covered in the SoCG.</p>	
<p>3. Funding</p>			
<p>i) Provide a commentary on the level of certainty and sufficiency for project and land acquisition/blight funding;</p>	<p>Mr Stuart Cooper, on behalf of the Applicant, explained that the property cost estimate of £56.6m represented approximately 5% of the cost estimate of the scheme. The estimate is based upon estimated market values of the interests within and around the Order Limits taking into account the Compensation Code and includes formula based statutory loss payments and allowance provisions to account for disturbance. Risk sums have been applied to the property cost estimate for example to allow for inflation, value fluctuations and the overall cost estimate has contingencies. As discussed at CAH1, a similar approach was taken for the overall project cost estimate.</p> <p><i>ExA asked if there was adequate funding for acquisition and certainty that funds will be available for CA and TP?</i></p> <p>Mr Cooper confirmed that the Applicant had sufficient funding, adding that the Applicant had a record of raising funding both for the Riverside 1 and Riverside 2 facilities. The estimate in relation to the property elements would only form a small part of the funding for the entire scheme.</p> <p>Post-Hearing Note (and part-answering Action Point 8): the Applicant expects to fund land acquisitions costs either from cash reserves that it holds, from cash generated from its operating businesses, or through an equity injection from its current shareholders. This is the same funding approach that was used to obtain the necessary funding for land acquired to develop Riverside 2 which reached financial close in December 2022. For example, as at 31 December 2024, the Cory Group holds cash balances of £77.2m (outside of funds held to complete assets in the course of construction), and since July 2018 Cory has paid its shareholders c£300m in dividends, which have been generated from operating profits from its waste management business. Therefore, the Applicant has no concerns about its ability to fund the cost of compulsory acquisitions / property transactions required to deliver the Proposed Scheme.</p> <p>The Applicant can also confirm that the cost of the heat transfer station within the Carbon Capture Facility is incorporated into the overall project costs set out in the Funding Statement (APP-141).</p>		
<p>ii) Identify if there any anticipated circumstances in which the potential aggregate liability could grow to exceed reasonably available or secured funding; and,</p>	<p>Mr Stuart Cooper, on behalf of the Applicant, explained that it was very unlikely that the cost of land acquisition or project costs would exceed the level of funding that the Applicant can secure. This is also the case in the context that the project estimates already account for contingencies.</p> <p>Mr Andrew Tait KC, on behalf of the Applicant, also added that Article 11 of the draft DCO is a backstop in any case as the undertaker cannot exercise the DCO powers until either a guarantee is approved by the Secretary of State or an alternative form of security is approved by the Secretary of State.</p>		
<p>iii) Advise whether the scheme will rely on government funding in order to take place, and if so the implications of this.</p>	<p>Mr Matthew Fox, on behalf of the Applicant, confirmed that the Applicant intended to submit an application to the Department for Energy Security and Net Zero ("DESNZ") for support under the Government's Industrial Carbon Capture (Waste) business model which is one of the principal financial support mechanisms available to new build carbon capture projects in the UK. If the Applicant's application is successful, the Proposed Scheme will "pre-qualify" for support and the Applicant will then subsequently enter into a period of further development and assessment prior to securing contract award from the Government. The support contract – known as the Waste ICC Contract – works on the basis of a "contract for difference" model which has been, and continues to be, successfully deployed in the renewable energy market in Great Britain. It provides financial support to the Proposed Scheme for a 10-year period whereby the "Emitter" (being the operator of the Proposed Scheme) is repaid up to 50% of its capital costs pertaining to the development and construction of the Proposed Scheme, together with its costs for ongoing Proposed Scheme operation within an agreed economic envelope. The amount paid to the Emitter is based on performance related metrics in relation to the capture plant, including capture rate and volume of CO2 captured. The Applicant would be making a financial investment decision based on equity finance, debt finance and, if necessary, use of reserves.</p>		

The Proposed Scheme therefore does not 'rely on' Government funding to take place, but that funding will be part of the overall project finance package. Planning consent is another key part of the package, to enable FID to be taken.

This approach is similar to virtually all energy projects that have gone through the DCO regime and have obtained consent– they have proceeded once successful in the Contracts for Difference regime, but those CfDs are only one part of the overall project funding mix.

The Government is working to a sequencing programme under its different types of CCUS business model (of which the Waste ICC Contract is one) which operates on the basis of different "Tracks" (i.e. tranches of projects) being brought forward in phases. The Track 1 projects have already been shortlisted and are progressing negotiations with DESNZ on the terms of their respective business model support (East Coast Cluster and HyNet). There is market confidence in the ability of the CCUS business models to provide the necessary financial support for carbon capture projects. This was accentuated recently through the taking of Final Investment Decision (and execution of contracts with the Low Carbon Contracts Company (who administer the business model contracts on behalf of Government)) for the (i) Net Zero Teesside power and carbon capture project and (ii) the North Endurance Partnership CCS Transportation and Storage Network, both developed jointly by bp and Equinor.

The Applicant's intention is that the application for Government support for the Proposed Scheme will be submitted under the Track 2 programme. The Track 2 phase 1 clusters have already been selected by Government (being the Viking Cluster (with whom the Applicant has signed a MOU) and the Acorn cluster). The Applicant has undertaken some Green House Gas assessments on the basis that essentially the carbon would be taken by ship through the Immingham Green Energy Terminal and then through the Viking CCS onshore pipelines out to sea. The Government has indicated that carbon capture projects which utilise a non-pipeline transportation model (to transport captured CO2 from the capture plant to the permanent store) will be eligible to apply under the Track 2 programme. A Government update is awaited on (i) the expected timetable for the opening of the application window for carbon capture projects wishing to connect to one of the two Track-2 clusters; and (ii) the level of funding available to Track 2 projects. Once that application window opens, provided the Proposed Scheme meets the necessary eligibility criteria, Cory will apply for support under the Waste ICC business model.

Cory is also pursuing a secondary income stream (aside from financial support under the Waste ICC Contract) in the form of sale of Greenhouse Gas Reduction ("GGR") credits. These credits can be generated by the Emitter through capture of CO2 associated with biogenic feedstock or removed directly from the air (one credit per tonne of captured CO2) and then sold to third party purchasers such as international tech companies, banks or oil & gas majors for the purposes of carbon offsetting. Cory is able to generate GGR credits due to c. 50% of its feedstock being biogenic. Under the current Waste ICC business model, Cory would be entitled to retain 10% of the revenue from the sale of these credits, therefore creating additional revenue. The 10% threshold has been set by Government so as to ensure that projects are not "doubly compensated" where such projects also receive financial support under the Waste ICC Contract. Following expiry of the Waste ICC Contract, Cory would continue to sell GGR credits and is expected to retain 100% of the credit revenues, which then provide ongoing financial support to the carbon capture operational costs. It is expected that the sale of such credits would be the Proposed Scheme's principal revenue stream following expiry of the Waste ICC Contract. In this respect, the Government has committed to regulating the sale/purchase of engineered GGR credits via the UK Emissions Trading Scheme– this provides confidence in the development and sustainability of this market.

Both of these markets mean that there would be investor certainty of returns, which means that debt and equity markets will be interested in investing in the Proposed Scheme, alongside the experienced and known entity that Cory is, having developed a range of assets over the last 20 years; and also gone through multiple successful refinancings.

The Proposed Scheme therefore does not 'rely on' Government funding to take place, but that funding will be part of the overall project finance package. Planning consent is another key part of the package, to enable FID to be taken.

This approach is similar to virtually all energy projects that have gone through the DCO regime and have obtained consent – they have proceeded once successful in the Contracts for Difference regime, but those CfDs are only one part of the overall project funding mix.

ExA sought to clarify the position further, and asked whether the funding was based on the carbon that is actually captured?

Mr Fox confirmed this was the position.

ExA also asked about funding for compulsory acquisition.

	<p>Post Hearing Note: Please see responses above.</p> <p><i>Mr Richard Turney KC, on behalf of Landsul and Munster Joinery, queried the Applicant's funding position in respect of heat transfer. In particular, Mr Turney asked whether the project costs included any elements of the heat transfer network, in addition to the heat transfer station and whether the heat transfer network was now proposed to come forward without public funding.</i></p> <p>The Applicant confirmed later on in the Hearing that the heat transfer network does form part of the project cost estimate. The funding position is considered further in the Heat Note produced pursuant to Action Point 7 (and as discussed further below).</p> <p><i>Mrs Sarah Whitney, Bexley Civic Society, requested clarity from the Applicant in terms of whether the Government would fund the whole of the Proposed Scheme.</i></p> <p>Post-Hearing Note (and part-answering Action Point 8): At the Hearing, Mr Fox confirmed that further information on this question would be provided in post-hearing submissions. These are provided below:</p> <p>The ICC waste contract has been introduced to support the development of an immature carbon capture industry in the UK. This is analogous to the support that the government provided to early-stage renewable energy projects, such as offshore wind. Provided that the carbon capture project complies with the terms of the contract (including specific performance criteria e.g. carbon capture rates and asset availability) the Proposed Scheme will receive a payment that will cover the costs of capturing each tonne of CO2 as well as 50% of the upfront capital costs, and ongoing borrowing costs. Third party revenues are split 90/10 in favour of the Government. This mechanism operates in a very similar way to the contract for difference (CfD) that has been used to support the development of renewable power generation (e.g. offshore wind). Under the ICC waste contract, the amount that the government pays to the Applicant's [Project] will be reduced when the costs of fossil carbon emission are passed on to waste customers (as will be the case when EfW plants are included in the UK Emissions Trading Scheme (UKETS)). Indeed, if UKETS market prices exceed the capture price agreed with the government under the ICC waste contract then the government will receive money under this element of the contract. The contract term is expected to be 10-15 years, after which the Proposed Development is not expected to receive further Government support.</p> <p><i>Mr David Wilson, on behalf of Thames Water, queried whether if for any reason the DCO were to be approved and the CPO were to be confirmed, what would happen if the funding didn't become available and the scheme was not to proceed?</i></p> <p>Mr Fox explained it would depend on the exact circumstances. The DCO requirements work so that before the development can be commenced, the full LaBARDS has to be approved and then the development carried out in accordance with the LaBARDS. In relation to land deteriorating without management, Mr Fox explained that until the DCO comes into force, the existing arrangements would remain in place; it would remain for Thames Water to manage the CLNR. Under Article 50, it is not until the Applicant has finished the work pursuant to Work No. 7 that the 1994 agreement would be abrogated. Effectively, the section 106 would remain in force until the works are done.</p>
4. Affected Persons who requested to be heard at a CAH and wish to make oral representations	
4.1 Iron Mountain	<i>Addressed as part of Agenda Item 2 (above).</i>
4.2 Peabody Trust and Tilfen Land Ltd	<i>Addressed as part of Agenda Item 2 (above).</i>
4.3 Thames Water Utilities Ltd Including:	<p><i>Mr Emyr Jones, on behalf of Thames Water Utilities Ltd (TWUL), provided an update on the three outstanding points set out below.</i></p> <p>More generally, the Applicant notes that Thames Water and the Applicant's agents have exchanged correspondence and comments on draft Heads of Terms for a voluntary acquisition of the land and rights required to deliver the Proposed Scheme, with the Applicant having returned a further iteration for Thames Water's consideration on 4 February 2025; with a meeting held on 7 February 2025 to talk through them.</p> <p>The Applicant believes it has offered terms that are more than reasonable for Thames Water to accept and hopes to reach an agreed position with Thames Water on the Heads of Terms as soon as possible.</p> <p>Post Hearing Note: The Applicant has requested an in-person meeting with a view to agreeing the Heads of Terms</p>

<p>i) Latest position on emergency access provisions;</p>	<p><i>Mr Emyr Jones, on behalf of TWUL, explained this first concern related to the Applicant stating that the necessity of diverting the TWUL access road was not yet confirmed and the design for diverting the access road was unknown. He also explained TWUL's maintained view that the acquisition of the eastern side of the access road was not justified.</i></p> <p>Mr Matthew Fox, on behalf of the Applicant, explained that the baseline position will change. The access road would be within an operational carbon capture facility owned and operated by the Applicant. Whilst the Applicant will allow TWUL and the Environment Agency ("EA") use of the road, it would be pursuant to various communication and safety protocols about how that access road is used. The access road is part of the facility.</p> <p>The access road will be used by the Applicant's vehicles on a day-to-day basis with TWUL and EA having rights of access for those occasions when access is required. The road will be an integral part of the Applicant's facility as part of the vehicle circulation system but TWUL and EA will be given access rights to get through the gate. The reason the position cannot be flipped (i.e. the Applicant being given access rights by TWUL), is because of the need to have one operational facility under the control of the Applicant for permitting, operational and health and safety reasons.</p> <p>In relation to reasoning for the physical configuration, Mr Tony Alderson, on behalf of the Applicant, explained that the operational philosophy of the site is to have it as one continuous facility, with one means of entrance and exit controlled by a single security gate to ensure the integrity and security of the site. The access road would be used on a daily basis by the site operational personnel to access the facilities to the north of the site from the main site of the control room and maintenance facilities. It would be under virtually continuous use by the Applicant's personnel rather than the current infrequent use by TWUL and EA.</p> <p>Mr Alderson also confirmed that there would be gates either end to restrict access from the TWUL users and also gates to the north and south sides. Those gates would normally be open for the Applicant's personnel to move freely around the facility. The gates would be closed when TWUL or another third party needed access to the road.</p> <p>In respect of the process of diversion, Mr Fox added that the Applicant had been in discussions with TWUL about the protective provisions. The Applicant accepted the point that if other approvals were needed, for example from the HSE, then it would be incumbent on the Applicant to obtain such approvals.</p> <p>In addition, Mr Fox explained to the ExA that just because the access route was not currently known, it did not mean a decision could not be made on serious detriment. Controls are in place, because TWUL is able to consider the route of the diversion. This is a standard provision for statutory undertakers in DCOs to allow a judgement of no serious detriment to be able to be made.</p> <p><i>Mr David Wilson, on behalf of Thames Water, added that planning permission had been granted for a data centre either side of the access road, with no proposal to acquire the road.</i></p> <p>Mr Fox responded to confirm that a data centre development is a very different type of development to a carbon capture facility and the need for it to have a managed operational arrangement.</p> <p>Post hearing note (and in response to Action Point 1): The Applicant has expanded upon these matters in Appendix A to this note.</p>
<p>ii) The extent to which a compelling case for acquisition of parts of the Crossness Local Nature Reserve for biodiversity purposes has been made; and</p>	<p>Mr Andrew Tait KC, on behalf of the Applicant, set out, with reference to the material already submitted to the Examination in relation to the underlying requirement for the land to be secured for the Proposed Scheme and ensure compliance with the DCO, and explained as follows:</p> <ol style="list-style-type: none"> a. The different parts of the TWUL Crossness LNR land are subject to a range of different interventions, but crucially the aim is for the land to be actively managed alongside Norman Road Field as one nature reserve to achieve the overall aims of the LaBARDS. The benefits of the LaBARDS would not be met if the Norman Road Field was managed in isolation. The Applicant needs the controls to ensure that this is delivered. b. The Applicant is seeking negotiated agreements with TWUL and Tilfen Land Limited (regarding Norman Road Field) but until these are in place, it cannot rely on those agreements being in place. c. The fundamental principle is that the LaBARDS requires active works and management to be undertaken, so a mere restriction is not sufficient to simply prevent TWUL/Tilfen from doing things that would cause non-compliance with the LaBARDS. It is not possible to compulsorily acquire a positive easement. d. It was necessary to consider whether the active works and management could be secured without acquisition. It had been suggested that the power to vary the existing section 106 agreements could be used. However, Mr Tait KC explained that it was critical that the Mitigation and Enhancement Area land is properly implemented and managed pursuant to the LaBARDS and Requirement 12. The Applicant cannot be in a position where it could be enforced against under a breach of Requirement 12,

	<p>but not be in control of the land. It would not be appropriate to use the planning system to create what would essentially be positive covenants, by varying existing/imposing new section 106 obligations on third parties.</p> <p>e. Furthermore, it would not be lawful to impose new obligations on third parties where the existing obligations relate to other developments that are not the Proposed Scheme. It is therefore considered that to use the DCO to vary existing section 106s to impose a number of additional burdens (both in terms of time and works/management requirements) on third-parties to comply with the LaBARDS, whose scheme does not necessitate those additional burdens, would not meet the policy test for planning obligations, as they are not necessary to make that development acceptable in planning terms.</p> <p>Mr Tait KC moved on to explain that simply acquiring a lesser interest, such as a right for the Applicant to carry out the works and continue maintenance, would not be sufficient. Mr Tait KC explained that this right would need to be accompanied by a restrictive covenant to prevent interference or anything happening that was inconsistent (for example, anti-disposal mechanisms). Rights would not provide the requisite certainty that compulsory acquisition does. Furthermore, Mr Tait explained that a right together with a restrictive covenant is akin to a compulsory acquisition (as explained in detail at CAH1, e.g. by reference to circular 2/97 (REP1-028)).</p> <p>The position with the 'Member's Area' land to the west of the Thames Water fenceline is separate. The Deed of Obligation seeks to make provision for this area to form part of the consolidated expanded Crossness LNR, but that is entirely at TWUL's discretion. In short, whilst the Applicant considers it would be beneficial if included, if TWUL do not agree, it can be removed (with relevant DCO drafting) and the Proposed Scheme does not rely upon it.</p> <p><i>ExA queried whether a Deed of Obligation would achieve the aim of ensuring management of the fragmented local nature reserve?</i></p> <p>Mr Tait explained that a Deed of Obligation would not work as there are different levels of intensity of the land, with a high degree of change. However, to disaggregate parts would limit the requisite control and undermine the management vision, it would also undermine the integrated and consolidated approach. Such an approach would therefore only be acceptable if TWUL (and Tilfen) as landowners were willing to sign up to a new section 106 Agreement (rather than developers as in the case of the 1994 Agreement) and voluntary agreements to manage the property position and restrictive covenants issues such that compulsory acquisition powers are not needed.</p> <p>Post Hearing Note: Please also see the Written Summary of Oral Submissions at ISH2 and the updated Deed of Obligation, now in section 106 form, also submitted at Deadline 4.</p>
<p>iii) Whether land satisfies definition of s 127 of the Planning Act 2008 and the implications of this.</p>	<p><i>Mr Jones, on behalf of TWUL, confirmed that it was considered that both the Access Road and Crossness LNR land should be considered as section 127 land.</i></p> <p>Mr Tait, on behalf of the Applicant, explained there was common ground in relation to the access road being land within the meaning of section 127.</p> <p>In relation to implications, Mr Jones, explained that the Access Road is an essential component of Thames Water's operations and therefore any detriment is likely to be serious. Mr Jones added that the protective provisions as currently drafted are not satisfactory as they leave the question of reasonableness to arbitration in the event that the parties cannot agree, which does not allow scope for the other consents that may be required.</p> <p>Mr Fox and Mr Tait on behalf of the Applicant confirmed that the Applicant had accepted that the Protective Provisions would need to be amended for the Applicant obtain any other relevant consents and would aim to do this for Deadline 4 if possible. With such provisions in place, the Applicant considers that no serious detriment would be caused, noting that such an approach is well precedented.</p> <p>In relation to the Crossness LNR land the Applicant does not consider this to be section 127 land. The purpose of the TWUL undertaking is for the disposal of wastewater and that is a contrast with land that is held for other purposes more common to land in general. This land is provided as mitigation for a specific adjacent development and is not land held for the purpose of that undertaking. The implications of TWUL's approach would be far-reaching because it would mean, for example, that land provided by statutory undertakers for BNG land would be section 127 land (and operational land for TCPA purposes), but that cannot be the intention of Parliament. Not least as this could also mean that permitted development rights would apply to land that is simply off site.</p> <p>Regarding environmental duties under the Water Industry Act, Mr Tait noted that these are general duties which apply to functions. The duties cannot alter the status of the land as to whether it is operational or not.</p> <p>No serious detriment arises in relation to the Crossness LNR nor was any asserted by TWUL, having regard to Article 50. Accordingly, the section 127 issue is academic.</p>

	<p>Miss Karen Sutton, Manager of Crossness Nature Reserve, asked the Applicant for details regarding its track record for ownership and management of a nature reserve as well as details of provisions in the DCO to ensure continuity of management.</p> <p>Mr Fox, on behalf of the Applicant, explained how the LaBARDS had been updated and strengthened in relation to management and ongoing monitoring. The Deed of Obligation as submitted sets out contributions to the ongoing role of the manager continuing (which is continued in the updated version submitted at Deadline 4).</p> <p>Post hearing note (and responding to Action Point 2): Further to the query from Miss Sutton, it is noted that Cory has successfully managed sites for biodiversity and public access over its company history. This includes that the company used (until 2017) to hold contracts and assets around the UK, including a number of landfill sites on which biodiversity and recreational initiatives were delivered, notably at the large Mucking Landfill near Stanford-Le-Hope, Essex. Cory's business focus has evolved in more recent years prioritising the provision of services and associated operations in London and on the River Thames meaning it no longer has dispersed land based assets across the country to manage in the way it historically did. However, it understands the importance and still takes accountability for achieving the positive biodiversity outcomes that it has committed to. Not least, the Applicant has worked with the Environment Bank to deliver five local off-site Conservation Sites - predominantly in LBB - that will achieve over 10% BNG as part of the Riverside 2 project. Cory is a diligent company that takes pride in delivering, and operating, high quality projects for the communities it serves. Further, it has suitable experience in delivering biodiversity and community-based environmental objectives and managing these through in-house resource coupled with outsourced service providers where beneficial.</p>
<p>4.4 Western Riverside Waste Authority (WRWA)</p>	<p><i>Mr Michael Fry, on behalf of WRWA, reiterated that without prejudice discussions were under way with the Applicant. In terms of the form of any agreement, Mr Fry explained that a commercial agreement would not likely deal with everything, and so other matters may be resolved by amendments to the DCO. He noted that it was in everyone's interest to resolve the issues as soon as possible.</i></p> <p>Mr Fox, on behalf of the Applicant, confirmed Mr Fry's summarisation of discussions. Amendments were being considered to the DCO and the parties were working on the commercial arrangements.</p> <p>Post Hearing Note: Further to the above, discussions have been continuing with WRWA and amendments have been made to the DCO at Deadline 4.</p>
<p>4.5 Landsul Ltd and Munster Joinery (UK) Ltd</p>	<p>Please see separate section of the note below.</p>
<p>5. Any other Affected Persons wishing to make oral representations</p>	
<p>If required, this is an opportunity for any individuals or organisations who are Affected Persons to make an oral representation in addition to any submissions which are already in the Examination.</p>	<p><i>Mr James McFeely, on behalf of Mr Seamus Gannon and Creek Side Developments (Kent) Limited, gave a background of Mr Gannon's position.</i></p> <p>Mr Stuart Cooper, on behalf of the Applicant, disputed the representations of Mr McFeely, on behalf of Mr Seamus Gannon ("Mr Gannon") and Creek Side Developments (Kent) Limited ("Creek Side"), in relation to the Applicant's engagement with those parties. Mr Cooper confirm that the Applicant has engaged with Mr Gannon and Creek Side from the outset of the project and has been awaiting a response to the commercial terms that were provided to both parties for some time. Mr Cooper confirmed that the Applicant would continue to welcome a meeting to discuss the Heads of Terms provided to both parties.</p> <p>Post Hearing Note:</p> <p>In response to the representations of Mr McFeely at CAH2 over the level of engagement to date, the Applicant first engaged Creek Side on the Proposed Scheme by way of formal letter, dated 17 April 2023 (prior to statutory consultation and DCO Application). The letter (briefly) introduced the Applicant's plans for the Proposed Scheme, and requested a meeting with Creek Side (as an affected party) to discuss it. Further engagement followed through phone calls, emails, and formal liaison meetings on 12 September 2023 (pre application) and 11 June 2024, to discuss the Proposed Scheme in further detail as well as the compulsory acquisition powers the Applicant was seeking in respect of the Creek Side site, in order to deliver the Proposed Scheme.</p> <p>The Applicant provided Creek Side with Heads of Terms with an offer to acquire the land and rights required for the Proposed Scheme on 23 September 2024. The Applicant has since reiterated its willingness to discuss the terms and offered an undertaking to progress these negotiations at Creek Side's option, but to date has not received a formal response. Indeed, until Compulsory Acquisition Hearing 2 ("CAH2"), the Applicant had understood that Creek Side wished to wait for the outcome of the Examination before discussing anything further.</p>

However, at CAH2, Creek Side's representative explained that Creek Side was willing to negotiate and needed to agree one outstanding point materially affecting the value of the land owned by Creek Side, over which the Applicant is seeking compulsory acquisition powers. In response, the Applicant submits that in its view the Heads of Terms provided would deal with any concerns Creek Side has concerning the land's value and reiterates the position set out at CAH2, that it would welcome the opportunity to discuss the terms further and resolve that one outstanding issue.

In response to the representations of Mr McFeely at CAH2 over the level of engagement to date, the Applicant first engaged Mr Gannon on the Proposed Scheme by way of formal letter, dated 17 April 2023 (prior to statutory consultation and DCO Application). The letter (briefly) introduced the Applicant's plans for the Proposed Scheme, and requested an audience with Mr Gannon (as an affected party) to discuss it. Further engagement followed through phone calls, emails, and formal liaison meetings with Mr Gannon and his advisors on 14 September 2023 (pre-application) and 11 June 2024, to discuss the Proposed Scheme in further detail as well as the compulsory acquisition powers the Applicant was seeking in respect of the site owned by Mr Gannon, in order to deliver the Proposed Scheme.

The Applicant provided Heads of Terms with an offer to acquire the land and rights required for the Proposed Scheme on 23 September 2024. The Applicant has since reiterated its willingness to discuss the terms, has provided an undertaking and been willing to extend the same to progress negotiations at Mr Gannon's option, but to date has not received a response. Indeed, until CAH2, the Applicant had understood that Mr Gannon wished to wait for the outcome of the Examination before discussing anything further.

However, at CAH2, Mr Gannon's representative explained that Mr Gannon was willing to negotiate and needed to agree one outstanding point materially affecting the value of the land owned by Mr Gannon, over which the Applicant is seeking compulsory acquisition powers. In response, the Applicant submits that in its view the Heads of Terms provided would deal with any concerns Mr Gannon has concerning the land's value and reiterates the position set out at CAH2, that it would welcome the opportunity to discuss the terms further and resolve that one outstanding issue.

The Applicant has also offered Creek Side and Mr Gannon a SoCG.

3. SUBMISSIONS IN RESPECT OF LANDSUL LIMITED AND MUNSTER JOINERY (UK) LIMITED

- 3.1.1. The Applicant acknowledges that there was extensive discussion at CAH2 in respect of LMJ, in particular LMJ's contention that the Applicant's compulsory acquisition proposals are excessive and that LMJ's land can be avoided. Before getting into the detail of the submissions at CAH2 in this note, and its accompanying appendices, the Applicant wishes to re-emphasise its position that its compulsory acquisition proposals are not excessive, and the LMJ land cannot be avoided.
- 3.1.2. As a result of this, the Applicant does not intend to put forward any form of proposal which does not include the LMJ land and is content for the ExA and Secretary of State to ultimately determine whether the Applicant has made its case.
- 3.1.3. The Applicant's proposals for land take are not 'excessive'. They have been informed by a multi-disciplinary process, with input from technological providers who are at the forefront of undertaking the design of CCS projects¹, which, following the application of a site selection process which identified the most appropriate zone for development, has balanced:
- 3.1.4. the constraints which existed on site, including its shape (a result of minimising impacts as part of the site selection process, and also dealing with minimising impacts to the Thames Water Access Road) and environmental matters (such as ditches whose buffer zones formed the borders of developable land); with
- 3.1.5. the technical requirements of delivering a Carbon Capture Facility large enough to meet the carbon capture requirements for Riverside 1 and Riverside 2 whilst also ensuring a safe, suitable and secure operation², including in particular accounting for process safety requirements.
- 3.1.6. This has led to the development of development zones (as shown on the Works Plans) which cater for all of these factors, and an Indicative Equipment Layout which demonstrates one way in which that development could look. It is acknowledged that the Applicant has sought flexibility in the implementation of the Carbon Capture Facility. In this context, the flexibility being referred to is a single or twin train layout; the number of carbon storage vessels and whether or not the heat transfer station would be operated by the Applicant or a third party.
- 3.1.7. This flexibility is needed because of the stage of the design process that the Applicant is at – pre-FEED, with key design imperatives not yet known, particularly in the case of process safety (such as detailed quantitative risk assessments). Moving into FEED stage is a cost intensive process that for a project of this nature would not be undertaken until consent is granted (and therefore greater project certainty of proceeding), as it involves exact specifications for how the plant will be constructed, commissioned, started up and operated.
- 3.1.8. This approach, and the level of design certainty that has been put forward by the Applicant, is in line with the approach taken on energy DCO projects across the UK as illustrated by the examples appended to this note at Appendix B:
- Drax Bioenergy Carbon Capture and Storage Project Indicative Equipment Layout Drawing;
 - Net Zero Teesside Indicative PCC Site Layout Drawing;
 - Keadby 3 Carbon Capture Power Station Indicative Layout drawings; and
 - Riverside Energy Park Illustrative Site Layout Plan.
- 3.1.9. In the context of this well-trodden approach, the Applicant also notes that Mr Turney KC, for LMJ, suggested that the acceptability of flexibility is not a relevant question in the matter of compulsory acquisition. However, the need for flexibility is a relevant consideration in considering whether the Applicant has taken an appropriate approach to the amount of land that it has included within the Order limits, to ensure that the benefits of the Scheme are able to be achieved. Again this is a well precedented approach (and particularly in light of the fact that it is a requirement of article 28 of the DCO), as seen for example in the extract from the ExA's Recommendation Report from Net Zero Teesside in Appendix C and more generally in the approach to linear DCO projects (including highways projects), where the extent of compulsory acquisition matches the 'limit of deviation' for the relevant Work Number, notwithstanding that the fundamental underlying scheme design is unlikely to take up the full limits of deviation. It is therefore a valid approach for an Applicant to take account of flexibility in setting out the amount of land it wishes to compulsorily acquire.
- 3.1.10. Notwithstanding this, however, in the case of the Proposed Scheme, even if the utilisation of the flexibility by the Applicant in fact led to the smallest amount of land take possible within that 'envelope', it is important to note that LMJ's land cannot be avoided.

¹ One being Shell Canslov, who are appointed on Net Zero Teesside, and are now the chosen provider for the Applicant, and another being MHI who are working on Drax BECCS. Both companies' technologies have already been deployed in operating world leading carbon capture projects.

² Noting that Richard Turney KC, on behalf of LMJ, indicated at ISH1, was a relevant factor for the Applicant to take into account.

- 3.1.11. The Applicant has demonstrated this in the drawing submitted alongside this note, at Appendix D:
- a single-train layout;
 - a three-vessel liquid CO₂ storage layout; and
 - a combination of the above.
- 3.1.12. A drawing has not been produced for the Heat Transfer Station being operated as a non-contiguous site as the Indicative Equipment Layout already places that infrastructure (and the water treatment area) south of the LMJ land. The above drawings demonstrate that it is not possible to fit the remaining Carbon Capture Facility infrastructure outside of the LMJ land, even with that location.
- 3.1.13. It is clear, therefore, that the Proposed Scheme requires LMJ's land to deliver the Carbon Capture Facility, including all of the numbered elements of the Indicative Equipment Layout. It is the Applicant's position that the Proposed Scheme could not proceed without that land, as the only way that it could be avoided is if all aspects of the Indicative Equipment Layout were smaller; and to be smaller will mean less carbon being captured. This would be a different scheme than what was consulted upon, submitted, assessed and investment decisions made to bring forward, as well as delivering benefit. That is the starting point of the Applicant's submissions and should be seen as the starting point to the detailed matters discussed in the submissions at CAH2.
- 3.1.14. Furthermore, this starting point should be noted in the context of Dr Edgar's Alternative Layout. With the exception of the heat transfer station, LMJ has not sought to argue that the different numbered elements of the Individual Equipment Layout are not required for the Carbon Capture Facility to operate. The aforementioned drawings demonstrate that even with that located south of the LMJ land, the rest of the Carbon Capture Facility cannot fit into the land outside of LMJ's land.
- 3.1.15. As such, Dr Edgar's Alternative Layout fails paragraph 4.3.27 of the NPS EN-1, which states that *'Alternative proposals which mean the necessary development could not proceed, for example because the alternative proposals are not commercially viable or alternative proposals for sites **would not be physically suitable**, can be excluded on the grounds that they are not important and relevant to the Secretary of State's decision.* LMJ's land is needed for the Carbon Capture Facility, the raison d'être of the Proposed Scheme, and so the Alternative Layout is not physically suitable. It can therefore not be considered a 'reasonable alternative' in CA Guidance terms.
- 3.1.16. The Applicant also notes that, in the context of what was intimated by Mr Turney KC at CAH2 and ISH2 in terms of the duties of an Applicant and an objector in a DCO Examination, paragraph 4.3.29 of the NPS, states that *"where an alternative is first put forward by a third party after an application has been made, the Secretary of State may place the onus on the person proposing the alternative to provide the evidence for its suitability as such and the Secretary of State should not necessarily expect the applicant to have assessed it"*. The Applicant considers that LMJ have not demonstrated the suitability of its proposals, in the context of the detailed submissions that have been made in Examination to date.
- 3.1.17. Given the Applicant's position (consistently held since pre-application), it is has sought to work with LMJ to facilitate the relocation of the Munster Joinery facility and has on a number of occasions offered to discuss and provide assistance with regard to relocation, and has sought access to inspect the site on Norman Road to better understand what LMJ's relocation requirements might be. This has consistently been rebuffed by LMJ. The Applicant therefore refutes the suggestion by Mr Turney KC that it has not sought to assist LMJ in this regard.
- 3.1.18. Noting all of the above, the below table summarises the Applicant's submissions at CAH2 for each identified agenda item:

Agenda Item	Applicant's Response
<p>With particular reference to whether there is an alternative to the CA of the site, with regard to whether the proposed land take for the Carbon Capture Facility (CCF) proposed is greater than necessary and whether the AP's Alternative Layout</p>	<p>Before the Agenda items below, there was first discussion of how the site layout was built up, including whether there was consideration of land availability.</p> <p>Mr Tony Alderson, on behalf of the Applicant, explained that a bottom-up approach was taken. For each of the unit operations and facilities required, the footprint required was identified and where relevant informed by expert input from equipment suppliers and carbon capture technology providers (post hearing note: as discussed above and in response to item (iv) below). Once the Applicant had determined the space required for each element, it then sought to accommodate those in the smallest possible footprint across the site, taking into the account the physical limitations and unique constraints that are on the site as well as integration, safety and operational considerations. The Applicant sought to minimise footprint whilst developing the layout and did try a number of different iterations before drafting the indicative layout, which the Applicant considers to be an efficient and robust approach to accommodating all of the elements required for the carbon capture facility.</p> <p>Mr Fox added that section 2 of the Terrestrial Site Alternatives Report (APP-125) also explains the evolution of the size requirements over the pre-application process.</p>

<p>would be a feasible one. Including:</p>	<p>Mr Alderson explained that, prior to developing the indicative layout, the Applicant considered different plots of land and the relative merits of using those in the context of where the carbon capture facility should be located and determined that the plots of land utilised for the indicative layout were best suited. On this basis, the Applicant started accommodating the equipment at the north of the site and worked south until all equipment and facilities were accommodated. When looking at the indicative layout, it is apparent that the full strip of land along the west side of Norman Road was required to accommodate everything. Mr Alderson confirmed that accounting for plots in the Applicant's control was taken into account (including various locations around the existing Riverside 1 and Riverside 2 sites), and that was just one of a multi-factor consideration in determining which plots of land were best suited for the requirement of a contiguous site. Other considerations included the proximity to the source of flue gas from Riverside 1 and 2, proximity to the export provision for liquid CO₂ via the jetty to the ship, the presence of the existing watercourses and ditches on the site. These were all factors that were taken into consideration when determining the layout of the Carbon Capture Facility. In addition, the Applicant considered good design factors such as the taller facilities being at the northern end of the site and then the lowering of visual impact towards the south.</p> <p>Mr Fox, on behalf of the Applicant, added that in undertaking the site selection process (as set out in the TSAR), variations of the south zone were considered with different amounts of the brownfield strategic industrial location land being taken. As part of this, the Applicant considered whether the Landsul and Munster land could be avoided. The Applicant also considered this post site selection, as reported in the DAD.</p>
<p>i) Need for, and size of, electrical switchyard;</p>	<p><i>Dr Edgar confirmed his view that a lower voltage scheme (11kV) could cater for sufficient electrical power for when back pressure turbines are not in operation. Reference was also made in this discussion to the 'Blake Clough' report – this is to be submitted at Deadline 4 by LMJ.</i></p> <p>Mr Andy Cross, Engineering Project Manager on behalf of the Applicant, highlighted that the Applicant was not disputing the fact that the carbon capture facility could be supplied with power at 11kV. The reason the Applicant had indicated the need for 132kV supply is linked to the practicalities of making the connections with the existing Riverside 1 and Riverside 2 facilities to be able to supply 11kV.</p> <p>Various options had been considered. Firstly, using the existing 11kV export and infrastructure and the equipment between the existing steam turbine generator. However, there are no practical means of making the connections.</p> <p>There is an existing 11kV auxiliary power system within the existing plant but that has insufficient capacity to supply the full load that is required to provide the electrical demand for the carbon capture facility.</p> <p>Finally, the Applicant had looked at providing 11kV from the existing plants by replacing the existing step up transformers that have an 11kV third winding to allow supply of the auxiliary power to Riverside 1 and 2. In theory, those transformers could be replaced with a higher capacity tertiary winding to supply the 11kV but that would inevitably be a bigger transfer (because of the much higher auxiliary power demand), and the space constraints within the existing 132kV compounds at Riverside 1 and Riverside 2 wouldn't allow for a larger transformer.</p> <p>The switching out of transformers proposal would require the existing Riverside 1 and Riverside 2 plants to be offline for the duration of the work, which could be up to a number of months. The plants would therefore not be able to supply partially renewable power to the grid during that extended period..</p> <p>The power demand of the carbon capture facility is of a magnitude where it is very much at the upper limit of what can be transmitted at 11kV as the Applicant is at the upper limit in terms of current on the 11kV circuit for the transmission of that amount of the full electrical demand of the carbon capture facility.</p> <p>Mr Simon Rothery, Electrical Engineering Advisor on behalf of the Applicant, added the issue of the volume of cables required in order to transmit that amount of power, resulting in more space being required for these cables. When the cables are buried into the ground, it can increase losses.</p> <p>Furthermore, Mr Rothery added that it is the actual practical connection that has been proposed in the Blake Clough report that is what makes it unfeasible because the connection between the generator and the transformer is in two stages: a cable circuit for Riverside 1 buried under the ground under an access road and emerging into the transformer compound. There is no space to break into that connection. The actual generator circuit breaker is in a very confined area too.</p> <p>Mr Rothery added that the Blake Clough report did not propose a fully redundant connection and both supplies that come from Riverside 1 and 2 are, in effect, 50% power from each side. The Applicant requires a fully redundant connection in order to provide high availability of the electrical supply to maintain operation of the carbon capture facility and maximise the quantity of CO₂ captured.</p>

	<p>Mr Cross reiterated the Applicant's philosophy to provide as much resilience and redundancy as possible because that maximises the opportunity to capture CO₂. Given the matters discussed above, it is high risk and impractical for a connection to be made. The Applicant's position therefore is to have a 132kV supply and 132kV stepdown infrastructure within the footprint of the carbon capture facility. This is an essential part of making sure that as the design develops 132kV can be provided.</p> <p>Post Hearing Note (and responding to Action Points 3 and 4): At Appendix E, the Applicant has provided its review of options for electrical connections into Riverside 1 and Riverside 2, and in so doing responding to the points raised by Blake Clough.</p> <p><i>In the context of this discussion, the ExA asked whether the scheme was still too unrefined and in outline to make a convincing case for compulsory acquisition?</i></p> <p>Mr Tait KC, on behalf of the Applicant, referred to the urgent need to bring forward these proposals in terms of the policy context. He explained that the level of design maturity is commensurate with other Schemes in the context of a regime which does not consent detailed design, and reflects a multi-year, multi-disciplinary process with expert input, and should be seen in the context of article 28, which secures that the Applicant can only acquire the land it actually needs.</p> <p>Post-Hearing Note – please see the introduction of this section for more consideration of this question.</p>
<p>ii) Whether uses or apparatus could be co-located with water storage;</p>	<p>Mr Cross, on behalf of the Applicant, set out the Applicant's position on this matter (which for the purposes of this note, has been expanded slightly from what was said).</p> <p>A water supply buffer tank is required to accommodate the diurnal variation in available water from the proposed Thames Water supply for plant make-up water. Based on advice from Thames Water, this has been sized for 3 days' worth of water demand, i.e. 8,400m³. In developing the indicative site layout, the Applicant considered provision of this capacity in above ground tanks or in a below ground tank. The below ground option, with landscaping above it, was selected to mitigate visual impact.</p> <p>It is also noted that this area is described as a water management area, as there are potentially a number of functions that this area may be required to perform as part of the carbon capture process and supporting plant. While the area shown on the indicative layout plan is based on the 8,400m³ water supply buffer tank, a surface water attenuation pond may be included in accordance with the drainage strategy, and surface water run off holding tanks may be required to contain spills and firewater in the event of an incident on the site to ensure that potentially contaminated runoff is not discharged off-site. These ponds / tanks may be designed as open bodies of water, rather than as below-ground tanks that may be built above. The final strategy and detailed design of these facilities, size, configuration, location, etc. will be developed as part of the detailed design of the plant. Therefore, at this stage, a clear area of site has been allocated for water management, and the Applicant requires the flexibility to develop the design of the water management infrastructure in this area without being constrained by the requirements for the outage laydown area, or any other process facilities or buildings, being above it, particularly if that could affect drainage effectiveness within the Site.</p> <p>Providing the outage laydown area above the water supply buffer tank is also undesirable with respect to the function and use of the outage compound. The outage compound is required to accommodate contractor's facilities during major maintenance activities on the carbon capture plant. This will typically comprise the installation of temporary accommodation (i.e. prefabricated cabins), temporary materials / component storage, temporary workshop facilities and vehicle parking. Locating this facility, or any other process facilities or buildings, above an underground water tank would impose a number of constraints on the use of the tanks and laydown area, e.g.</p> <ul style="list-style-type: none"> • Access for maintenance of the below ground tank(s). Any maintenance required for the tank will be likely to cause disruption to the activities taking place on the Outage Laydown Area. While the outage area will not be in constant use, this places an undesirable constraint on the timing of maintenance activities and could create significant disruption to operations if emergency maintenance to the below-ground tank(s) was required during periods when the outage compound is in use. • The tank will need to be designed to withstand loading from use of the outage compound or other facilities above. This is likely to require a highly reinforced concrete tank. While this is technically feasible, the design of the tank will need to assume maximum distributed and point loadings. This will inevitably create a constraint on the flexibility of use of the outage area, or in the design of other process facilities, limited by these maximum loadings, and is hence unacceptable operationally. • Differential settlement may occur between the area of the tank and the areas outside the tank footprint from loading on the water supply buffer tank compared with loading on the nearby ground with lower stiffness. This will impose an increased maintenance requirement on the outage area to remediate this and potentially affect flexibility of use.

	<p>Mr Tait reiterated the Applicant's position that this was not considered an appropriate suggestion to adopt in terms of constraints on maintenance and use of the laydown which is in continuous use. There is a need for a dedicated area to provide the facilities to ensure a safe, secure and efficient operation of the Carbon Capture Facility.</p> <p>Post Hearing Note (responding to Action Point 5): In relation to any other CCF facilities, the Applicant considers it is not possible for them to be placed on top of the water management area for the same reasons as outlined above for the Laydown Area, particularly given that those facilities would involve substantive physical and immovable infrastructure that would further exacerbate the issues discussed above.</p>
<p>iii) LCO2 tank capacity and number;</p>	<p><i>ExA asked the Applicant, why it isn't possible to determine that three tanks would not be sufficient if they could have a similar capacity.</i></p> <p>Mr Alderson, on behalf of the Applicant, explained that from a technical basis, the Applicant agreed three tanks providing 24,000m³ of capacity would be technically possible. The overriding concern in determining the number and size of individual tanks is health and safety considerations and the consequence of a potential release of liquid CO₂. The two factors that come into play are the potential frequency of a release and the consequence if a release were to occur. If there was a smaller number of larger tanks, then the frequency of release will be lower because there are fewer potential points of failure, but the consequence will be greater. The extent of impact on neighbouring receptors will extend over a larger geographical area. A larger number of smaller tanks would mean the frequency of release would be potentially greater because there are more points of failure, but the impact would be lessened because the spread of CO₂ would be reduced because of a reduced volume of CO₂ being released.</p> <p>Whilst a preliminary analysis has been carried out, it is too early to determine where the optimum point would be in terms of the number and size of tanks and the Applicant needs to retain some flexibility for all possible options. The Applicant determined a footprint based on the six tank configuration and provided sufficient space so that if that is determined to be the preferred option from a safety perspective, then it can be accommodated on site.</p> <p>In terms of the risk of CO₂ release, Mr Alderson confirmed the risk assessment considered the likelihood and consequence of different release scenarios. The results are such that there is no obvious preferred solution at this time and further, more detailed quantitative risk assessment is required as the design develops in order to determine a preferred configuration of the storage tanks.</p> <p>Mr Alderson added that, whilst at this stage the Applicant had assumed 24,000m³ of storage based on the largest ship capacity of 20,000m³, this was not necessarily going to be the finalised storage volume. Further shipping studies would be undertaken as part of the detailed design looking at the optimum ship configuration, size and technical design.</p> <p><i>Mr Turney, on behalf of Landsul and Munster, queried why the risk analysis could not be carried out based on the 24,000m³?</i></p> <p>Mr Alderson confirmed that the preliminary study has been done and there is no obvious preference from a safety perspective. A more detailed analysis will be required when storage requirements are finalised, taking account of the final design of the rest of the Carbon Capture Facility and so the Applicant needs to retain flexibility.</p>
<p>iv) Efficiency of layout;</p>	<p>The Applicant has analysed the plot areas of individual process areas in Landsul/Munster Joinery's Alternative Site Layout, and compared against the equivalent plot areas in the Applicant's Indicative Layout.</p> <p>From this analysis, it is clear that for a number of the plant areas where Landsul/Munster Joinery have stated that they agree with the footprint area included in the Applicant's Indicative Layout, the Alternative Site Layout presents a reduced footprint area.</p> <p>Mr Alderson added that the Applicant's layout had been based on information supplied by experts in the field, technology providers, and technical work undertaken by the Applicant's engineering advisory team and Cory Operational Team. All of these sources were brought together to prepare an indicative equipment layout informed by a three-dimensional model to ensure access, maintenance, safe working and integration with other equipment and plant as well as natural site features (such as ditches and field boundaries) and proposed landscaping.</p> <p>In terms of the main process plant within the capture area, technology providers using their knowledge and experience informed the accommodation of the facilities. In terms of the separation distances, this was considered for each piece of equipment.</p> <p>Considering, for example, the total footprint allocated to Items 3-8 (the main carbon capture plant process facilities) on the Applicant's Indicative Layout; these have an overall footprint of 11,000m² on the Applicant's Indicative Layout, whereas the equivalent equipment items in the Alternative Site Layout have an overall footprint of only 7,000m². The Applicant has developed the layout for these Items based on input from MHI and Shell Cansolv, the two leading providers of post-combustion capture</p>

	<p>technology, who have each been the technology provider for commercially operating capture plants with capacities of 1 million tonnes per annum or greater, and are currently actively involved in the design development of multiple projects in the UK, which are progressing or have completed FEED and, in the case of Shell Cansolv, have commenced EPC. The layout and footprint requirements used by the Applicant are therefore based on strong experience, have been developed by the technology providers specifically for the Applicant's requirements, and represent a realistic plot area requirement for the core carbon capture facilities. In contrast, for the Alternative Site Layout, the footprint has been scaled from another project of unspecified capacity, from an unstated technology provider, and is therefore regarded to be not robust compared to the plot area developed by the Applicant, and, in the view of the Applicant, a significant underestimate of the plot requirement.</p> <p>Similarly, the total footprint allocated to Items 9, 11 & 14 (CO2 Conditioning, Liquefaction and the associated Refrigeration Package) have an overall footprint of 5,000m2 on the Applicant's Indicative Layout, whereas the equivalent equipment items in the Alternative Site Layout have an overall footprint of only 1,000m2, with the Liquefaction and Refrigeration Package buildings seemingly combined into a single building. In terms of the heat exchangers, Dr Edgar had integrated these into a single unit but this takes no account of the requirement for the streams to be supplied and returned from the process trains of the two carbon capture trains to the heat exchangers, to allow them to operate independently, if required. The Applicant had put the heat exchangers close to the streams rather than removing them from one side of the site, requiring an increased amount of process pipe and additional pipe bridges.</p> <p>Landsul / Munster Joinery have stated that they agree with the footprints for these items in the Applicant's Indicative Layout, and yet have only included a significantly reduced footprint in their Alternative Site Layout. Therefore, in the view of the Applicant, the Alternative Site Layout significantly underestimates the plot area requirement for these Items.</p> <p>The Applicant considers that Landsul/Munster Joinery's Alternative Site Layout do not appear to have taken full account of space requirements such as access for maintenance, or secondary equipment.</p> <p>Therefore, the Applicant considers that Landsul/Munster Joinery's Alternative Site Layout does not represent a valid, like-for-like alternative arrangement of the necessary equipment items, buildings and supporting infrastructure necessary for the safe and efficient operation of the carbon capture facility and therefore is not sufficient to demonstrate that LMJ land is not required or that is 'physically suitable' to be a reasonable alternative.</p> <p>Post-Hearing Note: The Applicant has also noted that the realignment of the Thames Water Access Road indicated on LMJ's Alternative Site Layout is not a viable proposal, as it does not give cognisance to the buffer zones around the water courses, does not provide adequate space for the swept paths of the types of vehicles that Thames Water may use on the road, and the realignment increases the total length of the road by approximately 100m and introduces four 90degree bends. It would therefore not be a viable road for Thames Water. The Applicant also understands that Thames Water would not accept a 'non-straight' layout in any event.</p> <p>Appendix F shows a modified alignment of the proposed Thames Water Access Road realignment proposed by LMJ's Alternative Layout, which does account for the watercourse buffer zones and required swept paths at the bends in the road. It can be seen that the modified alignment encroaches very significantly into a number of the main plant and equipment areas shown on the Alternative Layout, hence indicating that this layout is not a reasonable alternative.</p>
<p>v) Planting and environmental impact management within CCF;</p>	<p>Mr Tait KC on behalf of the Applicant, pointed out that the largest difference between the Indicative Equipment Layout Drawing and LMJ's Alternative Site Layout is said to be 12,000m2 which is attributable to the difference in area for landscaping. Mr Tait KC also explained that the Alternative Layout does not appear to take account of the set-offs required to watercourses; or acknowledge that the planting is also in locations that is not usable for built development.</p> <p>Mr Alister Kratt, Masterplanning Lead on behalf of the Applicant, went on to explain the importance of good design as part of the multi-disciplinary project development process and how that had informed the landscaping proposals that are shown on the Contextual Indicative Equipment Layout Drawing. Mr Fox highlighted that approach is supported by national policy, e.g. section 4.7 of the National Policy Statement.</p> <p>As such, whilst it is acknowledged that in the TVIA ES assessment does not rely on the planting achieving a mitigation goal, this is not the only relevant sphere to consider. There is no doubt that in terms of good design and appreciation of amenity in relation to public rights of way users and users of the local nature reserve, the contribution of planting of the right character is intended to provide mitigation and integration of the proposal into that local landscape. The proposed planting seeks to demonstrate a proportionate response to integrating the scheme and carrying that commitment through into the Design Code.</p> <p>Mr Kratt went on to explain the general widths and purposes of the watercourse buffers. He referred to pages 98-99 of the Design Approach Document. This refers to a 1.5m width offset on the working zone from an embankment and that would be to one side only and this is to allow a bucket mounted vehicle to clear ditches and materials arising.</p>

	<p>Post hearing note (and in response to Action Point 6): Building on this discussion, at Appendix G, the Applicant has produced a note setting out its approach to landscaping and watercourse buffers, as compared to the Alternative Layout.</p> <p>In relation to Mr Turney's question about whether development consent should be refused because of the omission of landscaping in Dr Edgar's alternative layout, Mr Kratt explained that the key point is that there is insufficient information that has been provided by LMJ to demonstrate that good design has been followed, in line with policy; or that design based regulatory requirements (such as set-offs) have been taken into account. Mr Kratt indicated that the Alternative Layout does not appear to represent good design on the basis that it has been looked at through a relatively narrow lens in relation to optimisation of a technical layout, particularly given that Dr Edgar had acknowledged that he had not had regard to the Applicant's Design Code and Design Principles in putting together his layout. In the absence of this, given the constraints of the site, the proposals should be considered as vague and immature and therefore not able to be a reasonable alternative in NPS terms.</p>
<p>vi) Single or double line facility;</p>	<p>Post Hearing Note (as this item was not discussed at the Hearing) As set out in its Examination submission, the decision as to a single or double-line facility will be made post consent, balancing different commercial, operational and performance factors as are summarised in Chapter 3 of the ES (APP-052) and the Follow Up to the Rule 17 Response (AS-083). It would not be appropriate for a consent to determine that approach now, if ultimately that could lead to an undeliverable or inoperable scheme (or indeed a reduced benefit scheme).</p> <p>As noted in the introduction to this section of this note, the Applicant has produced a drawing to demonstrate the minimal land savings that would arise from a single line facility.</p>
<p>vii) Need for heat transfer station within CCF;</p>	<p>Mr Alderson confirmed that the heat transfer station may be operated by a third party but may also be operated by the Applicant. This would affect land requirements – whilst it is acknowledged that a third-party operator <u>may</u> be able to be non-contiguous (if the concerns expressed below could be overcome) that is not a given, on the flipside, the Applicant operation on-site may mean there is no need for associated operational vehicle circulation.</p> <p>However, this needs to be seen in the context that the heat transfer station provided for as part of the DCO is proposed and sized on the basis of the heat recovery opportunities from the Carbon Capture Facility as additional to Riverside 1 and Riverside 2. However, the Proposed Scheme does provide for exploring and developing potential synergies with the heat networks associated with Riverside 1 and Riverside 2.</p> <p>Post Hearing Note: As noted in Appendix H, if practicable, Cory would be seeking a holistic approach across the Riverside Campus, optimising the heat captured from the carbon capture process by integrating it with heat supply capability from Riverside 1 and Riverside 2, so that these can be mutually reinforcing as a combined, strategic point of supply – the operator needs to be able to direct heat to different end points at different times, it needs flexibility to respond to the demand made and to ensure effective use of both low and high grade heat. Physical proximity enables that integration to be achieved efficiently and effectively,</p> <p>At the Hearing, Mr Alderson noted that consideration of heat matters should also be seen in the context that discussion with heat partners indicates that the low grade heat that would be generated by the Carbon Capture Facility (e.g. from cooling requirement), would also be beneficial for heat networks, indicating the total waste heat output (both low and high grade) of the Carbon Capture Facility could be ~300MW, rather than the 100MW currently presumed.</p> <p>It is also noted that discussion with heat delivery partners indicates that the Riverside Heat Network would require a higher temperature than the Carbon Capture Facility high grade heat and likely need heat pumps to be incorporated into the HTS, which would enlarge the building size.</p> <p>A high-level consideration of the building required to export all of this waste heat, indicates a footprint area of 80m x 60m, considerably larger than the footprint presented on the Indicative Equipment Layout Drawing. Whilst it is unlikely that all the waste heat would be captured and exported, it is clear that greater potential exists. Both these factors demonstrate that a conservative footprint has been presented within the Proposed Scheme and is a small representation of what is likely to be required. Both factors also demonstrate the need for flexibility through detailed design and for all of the Carbon Capture Facility site area to enable an optimal Proposed Scheme, and policy priorities, to be delivered.</p> <p>In relation to the question of heat <u>need</u>, Mr David Carter, Managing Director for Heat for the Applicant spoke at CAH2. Mr Carter explained that:</p> <p>The heat available from Riverside 1 and 2 will suffer a significant parasitic load once the carbon capture facility is established (c.one third). The Fichtner report from June 2021 looked only at 10km immediately around the site, which is the planning requirement it was submitted to fulfil. Significant further work has been done to look at heat demand beyond that boundary, as well as within that boundary. Not only is the heat demand within London well documented, via the London Heat Map, via other policy</p>

	<p>documents that have been produced to deliver requirements of the Energy Act 2023, but also by the GLA (the latter of which is included within Appendix H): there is enormous heat demand within central London, vastly in excess what the Fichtner Report shows.</p> <p>The Applicant has been actively pursuing heat export and currently has MoUs signed or under negotiation with prospective heat networks that, based on their own forecasts, have in aggregate over 900MW of demand.</p> <p>Mr Carter highlighted a typographical error in the Applicant's Further Response to Rule 17, the heat available from Riverside 1 and 2 read 390MW rather than 490MW. This is still a very significant figure, and with the parasitic draw from CCF (c. one third) would reduce available heat to some 260MW. The Applicant had indicated from the start that there is at least 100MW of additional heat capacity within the site, which would take the Applicant back to 360MW.</p> <p>Mr Carter acknowledged that the Fichtner Report states that it would not be technically feasible to get the heat to the locations where demand exists, but explained that this is incorrect. The Applicant had delivered a successful pilot project moving heat via thermal stores located on barges and this was a project in the public domain. Long range transmission is being promulgated by the GLA (including through its December 2024 report) such as is seen in Copenhagen. The GLA report shows that the Riverside Campus will play an important role in enabling the delivery of the GLA's heat ambitions.</p> <p>Post Hearing Note (in response to Action Point 7): In Appendix H, the Applicant has set out further information on this matter.</p>
<p>viii) Whether a contiguous site is necessary or whether some components, e.g. water storage, could be situated to the south of the Landsul/Munster Joinery site with the remainder to the north; and,</p>	<p><i>Dr Edgar raised two points to be considered in relation to enabling a contiguous site: can the necessary process and electrical services get from one part of the site to the other and what is the position regarding access. Dr Edgar confirmed it was preferable to have everything in a single operational compound in an ideal world.</i></p> <p>The Applicant notes that this is important given the need to have a safe, suitable and secure operation for the Carbon Capture Facility and emphasises the points made in the Follow Up to Rule 17 Response (AS-083).</p> <p>At the Hearing, Mr Alderson, on behalf of the Applicant, explained that routing pipework and cabling between one site and another is technically achievable providing there was a suitable route but the Applicant's concerns are wider than this.</p> <p>Firstly there is the practicality of scheme critical elements being located below ground on another party's site (even if compulsory rights powers were imposed) – for example, both the water and electricity pipes/cables are required for the CCF to be able to operate, and so need to be able to be fixed quickly if they break. This would not be possible if they are in-situ in third party land.</p> <p>Secondly, the Applicant has concerns about access. Mr Alderson confirmed that the east side of Norman Road is a ditch, so having to leave the main site to access a separate southern site would require crossing Norman Road to the footway on the other side of the highway and then recrossing the road back into the site. A separated facility would require operators needing to leave site and having to go through a separate entrance to a normally unmanned site which would require locking and unlocking gates to prevent other access. In addition, having a remote site that is not controlled through the main access and security gates has negative impacts in terms of overall site security and the integrity of the facilities. Interference in the facility would be completely detrimental to the safe operation of the site. Therefore, from an operational maintenance security aspect, having a non-contiguous site is not an appropriate way to design the facility.</p> <p>Further to questions at the Hearing, from the Applicant's point of view, having to hire an additional security person would not be <u>financially</u> unviable but would be another aspect of the operational unsuitability of such a non-contiguous approach.</p> <p><i>Dr Edgar referred to facilities that had unmanned sites, such as water pumping stations.</i></p> <p>Mr Alderson responded that such facilities are standalone, not integral to a larger facility. Such facilities are different, with different requirements and security operation and different operational arrangements. From an operational perspective in designing the Proposed Scheme, requirements to maintain the site integrity, avoid the potential for third party interference, trespass and deliberate malicious damage to the facilities all need to be taken into account.</p> <p>Post Hearing Note: More detail on the issues above and in the Rule 17 Follow up is set out below.</p> <p>Operationally, the water management area is an integral part of the carbon capture plant. To provide its function, in addition to the water storage tank itself, this area will include pumps, valves and supporting electrical and control equipment. All of these items will require regular access by operational staff during normal operation, for routine inspection and maintenance, and in the event of equipment failure or unplanned downtime. It is therefore essential for safe, reliable and efficient operation of this</p>

	<p>part of the plant that access from within the main carbon capture plant site is provided. This will allow regular operational and emergency access to the site under the same site rules as the rest of the plant in relation to access control, permit-to-work procedures, emergency response, etc. If this area were located remotely from the rest of the plant site, to the south of the Munster Joinery site, this would require access for operations, maintenance and incident response staff via Norman Road, i.e. staff would be required to exit the main plant site via a security-controlled access, travel along Norman Road, and re-enter the site via a separate security-controlled entrance to the water management area. The requirement to use a public road for access to parts of the plant is considered inappropriate with respect to road safety, as it will lead to interaction with heavy goods vehicles carrying waste feedstock to the R1 and R2 energy from waste facilities and traffic associated with the Munster Joinery site. Maintenance access to the water management area may include pedestrians, light goods vehicles, fork-lift trucks or heavy goods vehicles. It is also noted that the footway is on the opposite side of Norman Road, so personnel on foot would either need to cross the road twice to get to the water management site or walk in the carriageway. The Applicant considers that this would lead to unsafe, disjointed and inefficient operation of the plant in this area. The requirement for a separate secure access to the water management area will also lead to inefficiencies in the layout for this area, as it will not be able to be part of the main site circulation routes and one-way system and will therefore require additional vehicle parking and turning areas.</p> <p>Locating the water management area and / or the heat transfer station remote from the main carbon capture plant, south of the existing Munster Joinery site, will require service routes to pass north-south across the Munster Joinery site between the remote areas and the main site. These services will include:</p> <ul style="list-style-type: none"> • hot water supply and return pipework between the carbon capture plant and the heat transfer station; • make-up water supply from the water management area to the carbon capture plant; • electrical supply cables to provide power to the remote facilities; • control and instrumentation cabling to facilitate monitoring and control of the remote equipment; and • compressed air pipework for actuation of control valves and other equipment <p>It is typical practice for such services to be installed on above ground pipe racks, typically alongside roadways, to allow visual inspection and easy maintenance access to services. It is possible for such services to be contained within below ground service troughs or tunnels, or directly buried in the ground. However, this makes regular inspection and maintenance significantly more difficult, and any leaks or deterioration of the services are not immediately obvious. It is noted that Landsul / Munster Joinery have indicated that they would accept the provision of service routes through their land between areas of the carbon capture plant that would be north and south of their site. Landsul / Munster Joinery would need to accept (either voluntarily or through compulsory acquisition of rights) a period of disruption while the buried pipework and cabling is installed across their site, as discussed below.</p> <p>To maintain access to the Munster Joinery site, an above-ground service corridor would have to be provided along the western edge of their site, and pass behind the existing warehouse building. The Applicant has not had an opportunity to access the Munster Joinery site. However, from visual inspection and online mapping of this area, it is apparent that there is insufficient space behind the existing building to maintain access to the rear of Munster Joinery's building and for a suitably sized pipe rack and adjacent access road without encroaching over the boundary of the Munster Joinery site into the adjacent SINC. This would result in the need to divert or infill the watercourse which runs to the rear of the Munster Joinery building (OW11) and result in the loss of habitat from Norman Road Field.</p> <p>Alternatively, a below-ground service route could be provided along the eastern boundary of the Munster Joinery site, adjacent to Norman Road. To maintain access to the Munster Joinery site, this would have to be constructed as a below-ground service route, with the constraints as described above. It is considered that this should not be routed within the landscaping and watercourse adjacent to Norman Road, to avoid the need to divert or infill the watercourse which runs to the rear of the Munster Joinery building (OW11) or the loss of habitat from Norman Road Field. However, there is insufficient space to achieve this outside of the Munster Joinery site. This below-ground service corridor would therefore have to be routed within Munster Joinery's car park and external hard-standing areas. Hence, any access and works to the services within this corridor would have to be coordinated with Munster joinery and would restrict Munster Joinery's use of their site during these times. It is considered by the Applicant that this would be an unacceptable restriction to the operation and maintenance of these services.</p> <p>Finally, the Applicant emphasises, as set out in the summary, that even if LMJ's arguments were accepted on this point, this does not mean that LMJ's land would be able to be unaffected by the Proposed Scheme.</p>
<p>ix) The implications of development platform/land raising</p>	<p><i>This was deferred to written questions.</i></p>

on layout and land take.

In the meantime, however, the Applicant notes that the Proposed Scheme is constrained by the ditches (and their set-offs) on the eastern and western extent and roadways at the northern extent. As such, the development (including in accounting for flood risk) is 'hemmed in' whilst also seeking to meet the requirements of the Design principles to minimise the development platform and have well organised and well-designed boundaries.

In this context, the impact of the development platform relates to height in certain areas of the scheme, not extent. Any lowering of the development platform will therefore not affect the extent of land take.



DECARBONISATION

10 Dominion Street
Floor 5
Moorgate, London
EC2M 2EF
Contact Tel: 020 7417 5200
Email: enquiries@corygroup.co.uk
corygroup.co.uk