

From: [REDACTED]
To: [Hynet CO2 Pipeline](#)
Cc: [REDACTED]
Subject: RE: Hynet - Deadline 9 submission
Date: 25 September 2023 09:47:26
Attachments: [image009.png](#)
[image010.aif](#)
[image011.jpg](#)
[image012.png](#)
[image013.aif](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[D.7.2.36 SOCG Encirc Limited Rev C.pdf](#)

Good Morning Jake,

Trust you had a good weekend.

Please see attached Signed and dated SoCG with Encirc LTD.

Kind Regards,

Callam Pearce



Callam Pearce MRTPI
BSc (Hons) MSc
Senior Planning Consultant
Infrastructure Planning and Engagement



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Sent: Friday, September 22, 2023 11:01 AM
To: Corless, Natalie <[REDACTED]@wsp.com>
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Subject: RE: Hynet - Deadline 9 submission

Hi Natalie,

It appears that the Statement of Commonality for Statements of Common Ground refers to a

SoCG with Encirc Ltd, however this document was not included in the Applicant's Deadline 9 submission.

Please note that as the Examination has closed, the ExA cannot consider the SoCG with Encirc Ltd in its Recommendation Report. However the Applicant, if it wishes to do so, may submit this document as a post-examination submission to be forward to the SoS along with the Report in due course.

Kind regards,
Jake



Jake Stephens | Rheolwr Achos / Case Manager
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From: Corless, Natalie [REDACTED] <[\[REDACTED\]@wsp.com](mailto:[REDACTED]@wsp.com)>

Sent: 20 September 2023 20:27

To: Stephens, Jake <Jake.Stephens@planninginspectorate.gov.uk>

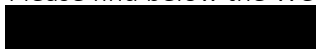
Cc: Hynet CO2 Pipeline <hynetco2pipeline@planninginspectorate.gov.uk>; UK - Hynet
<hynet@wsp.com>; Vipin, Akshat [REDACTED] <[\[REDACTED\]@wsp.com](mailto:[REDACTED]@wsp.com)>; King, Phi [REDACTED] <[\[REDACTED\]@wsp.com](mailto:[REDACTED]@wsp.com)>;
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Subject: HyNet - Deadline 9 submission

Importance: High

Hi Jake

Please find below the We Transfer link for the HyNet Deadline 9 submission.



I'd be grateful if you could confirm receipt.

Kind regards
Natalie



Natalie Corless

MA (Cantab), MCD, MRTPI
Associate Planner, Infrastructure Planning
Pronouns: She/her



Advance notice of annual leave : Friday 22 September to Friday 29 September 2023



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STATEMENT OF COMMON GROUND WITH ENCIRC LIMITED

HyNet Carbon Dioxide Pipeline DCO

Planning Act 2008

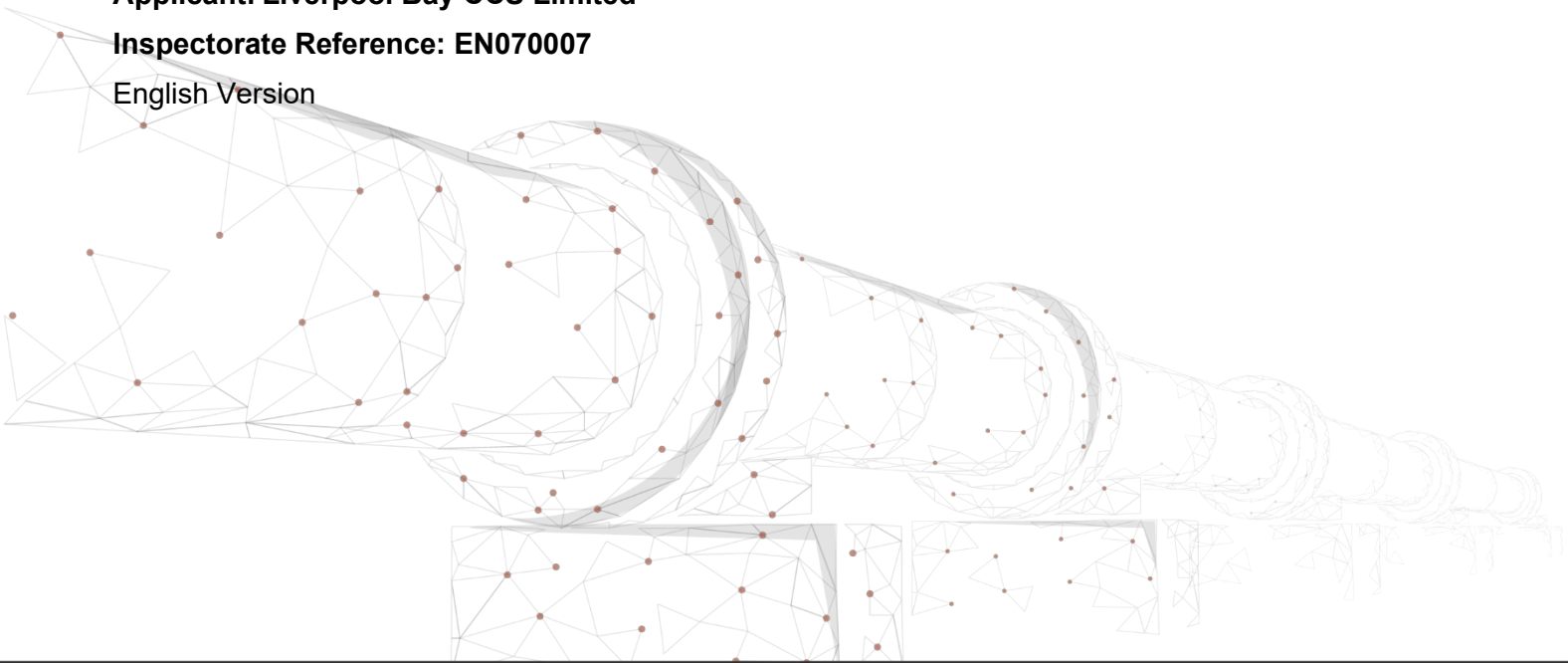
The Infrastructure Planning (Examination Procedure) Rules 2010 - Rule 8(1)(c)

Document Reference Number D.7.2.36

Applicant: Liverpool Bay CCS Limited

Inspectorate Reference: EN070007

English Version



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DATE: September 2023

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C	September 2023	Deadline 9	DW	AV	AH

STATEMENT OF COMMON GROUND

This Statement of Common Ground has been prepared and agreed by (1) Liverpool Bay CCS Limited and (2) Encirc Limited

Signed M. Currie
M. Currie (Sep 20, 2023 13:53 GMT+1)

Martin Currie

Director

on behalf of Liverpool Bay CCS Limited

Date: 20 September 2023

Signed Anita Galligan

Anita Galligan

Director of Strategic Projects, Legal & Risk

on behalf of Encirc Limited

Date: 20 September 2023

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1. INTRODUCTION

1.1. PURPOSE OF THIS DOCUMENT

- 1.1.1. This Statement of Common Ground (SoCG) has been prepared by Liverpool Bay CCS Limited ('the Applicant') and Encirc Limited ('Encirc').
- 1.1.2. For the purpose of this SoCG, the Applicant and Encirc will jointly be referred to as the 'Parties'.
- 1.1.3. The purpose of this SoCG is to set out the agreement that has been reached between the Parties in respect of several matters related to the Development Consent Order (DCO) Proposed Development. It also lists open points on which discussions are still ongoing between the Parties. SoCGs are an established means in the Development Consent Order (DCO) planning process of allowing all Parties to identify and focus on specific issues that may need to be addressed during the examination.
- 1.1.4. **Chapter 2** of this SoCG records the consultation undertaken with Encirc by the Applicant. **Chapter 3** of this SoCG sets out the areas of agreement in relation to the above matters, and any areas of ongoing discussion between the Parties.

1.2. THE DCO PROPOSED DEVELOPMENT

- 1.2.1. HyNet (the Project) is an innovative low carbon hydrogen and carbon capture, transport and storage project that will unlock a low carbon economy for the North West of England and North Wales and put the region at the forefront of the UK's drive to Net-Zero. The detail of the project and the DCO Proposed Development can be found in the main DCO documentation. The DCO Proposed Development and this SOCG relate to the onshore CO2 pipeline element of HyNet only. Other elements of HyNet are subject to separate consenting processes and are not addressed here.
- 1.2.2. The DCO Proposed Development (DCO) impacts Encirc primarily as glass manufacturing company and in respect of certain land interests. Encirc, part of the Vidrala group, is a market leader in glass container design, manufacturing, bottling and logistics solutions for the UK and European food and beverages industries. The site operates the largest container glass furnace in the world, which is one of two furnaces on site producing approx. 500,000 tonnes of glass (>2 billion bottles) per year. The site contract fills approximately 200m litres of beverages product per annum and is a fully bonded site, authorised to receive, process, store and distribute alcoholic beverages. The value of tax and duty handled on behalf of HMRC annually is in excess of £500m. The site is COMAH registered.
- 1.2.3. The Applicant has identified the following plots in which Encirc hold an interest:

1-01, 1-01a, 1-02, 1-03, 1-06, 1-06a, 1-06b, 1-06c, 1-20, 1-21, 1-22, 1a-01, 1a-02, as shown in the Land Plans **[CR1-009]**.

- 1.2.4. A full description of the DCO Proposed Development is detailed in Chapter 3 of the consolidated Environmental Statement (ES) **[REP4-029]**, submitted at Deadline 4. On 12 July 2023, the ExA accepted the Applicant's Change Request 3, subsequently the description of the development will be updated in accordance with Change Request 3 Environmental Technical Note **[CR3-019]**, and have also been consolidated in the version of the Environmental Statement submitted at Deadline 7.

1.3. TERMINOLOGY

- 1.3.1. In the Issues tables in **Chapter 3** of this SoCG, 'Agreed' and 'Not Agreed' indicates a final position, and 'Under Discussion' indicates where these points will be the subject of on-going discussion wherever possible to resolve or refine, the extent of disagreement between the Parties.

2. RECORD OF ENGAGEMENT

- 2.1.1. This chapter provides a summary of the engagement undertaken to date between the Parties in relation to the DCO Proposed Development.

Table 2-1 – Record of Engagement in relation to the DCO Proposed Development

Date	Form of Correspondence	Key Topics Discussed and Key Outcomes
March 2022 – July 2022	Various email correspondence between the Applicant and Encirc	<p>Key Topics</p> <ul style="list-style-type: none"> • Access discussion for surveys <p>General Project Updates</p> <p>Discussions and Outcomes</p> <p>Various Access requests from the Applicant to Encirc.</p> <p>The Applicant issued a new survey access licence to Encirc. The Applicant and Encirc had various correspondence around the use of the Encirc Access track and the licence agreement wording.</p>
11/07/2022	Letter from the Applicant to Encirc	<p>Key Topics</p> <p>Heads of Terms</p> <p>Discussions and Outcomes</p> <p>The Applicant issued the Heads of Terms to Encirc for Review.</p>
08/08/2022	Email correspondence between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> • Access discussion for surveys • Heads of Terms feedback <p>Discussions and Outcomes</p> <p>Encirc provided feedback on the licence agreement which the Applicant provided. The Applicant agreed to review the wording of this.</p> <p>Encirc also provided feedback to the Heads of Terms issued on 11/11/2022 advising the Applicant they would not be interested in a lease agreement as proposed by the Applicant due to concerns regarding their main access road, existing right of ways and a working rail line. Encirc agreed they support the project and would like to work with the Applicant to continue negotiations.</p>
10/08/2022	Encirc submitted their consultation response to the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> • Encirc's key concerns issued to the Applicant <p>Discussions and Outcomes</p> <p>The Applicant received the concerns and took them into consideration for subsequent feedback.</p>
18/08/2022	Site meeting between the Applicant and Encirc	<p>Key Topics</p> <ul style="list-style-type: none"> • Access discussion for surveys

		<ul style="list-style-type: none"> • General Project Updates <p>Discussions and Outcomes</p> <p>Encirc raised concerns regarding the access issues, consideration payments and their proposed future development over the Applicants option area.</p> <p>The Applicant agreed to review the access and bespoke the Heads of Terms accordingly. The Applicant advised that the Order Limits cannot be changed to avoid the proposed Encirc future development. Site layout plans of the proposed future development had also been requested by the Applicant.</p>
August 2022	Various email correspondence between the Applicant and Encirc	<p>Key Topics</p> <ul style="list-style-type: none"> • Access discussion for surveys <p>Discussions and Outcomes</p> <p>The Applicant provided Encirc with an updated supplementary access licence agreement, further feedback was provided on this by Encirc which the Applicant agreed to review.</p>
13/12/2022	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> • Access at Ince AGI site <p>Discussions and Outcomes</p> <p>The Applicant shared approximate traffic movement details with Encirc.</p> <p>The Applicant agreed to share post submission design plans which remove conflict. Encirc to share future development plans which may conflict with Order Limits. The Applicant to confirm further consultation since DCO submission.</p>
07/02/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> • Access to the Ince AGI Site for surveys <p>Discussions and Outcomes</p> <p>The Applicant and Encirc agreed to put an agreement in place to allow access over Encirc's land for surveys.</p>
15/03/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> • Future access at Ince AGI site • Genral Project Update <p>Discussions and Outcomes</p> <p>The Applicant and Encirc had a general update following from previous meetings. The Applicant committed to review and update the Heads of Terms agreements to address Encirc's concerns.</p> <p>The Applicant offered to draft an SoCG and share with Encirc.</p>

27/04/23	Heads of Terms Draft Issued by the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Update Heads of Terms sent to Encirc, aiming to address main issues identified. <p>Discussion and Outcomes</p> <p>Encirc are reviewing the documentation.</p>
27/04/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Meeting to review RevA draft of SoCG <p>Discussions and Outcomes</p> <p>The Applicant gave an update on their DCO process. The Applicant and Encirc Applicant's first draft of the SoCG.</p>
08/06/23 - 09/06/23	Face to face discussions between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Discussion to address the points raised by Encirc in the CAH1 and ISH2 hearings <p>Discussions and Outcomes</p> <p>Progression in mutual position and commitment for future Teams meeting to resolve points</p>
23/06/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Property Matters <p>Discussions and Outcomes</p> <p>Continued commercial and protective provision discussions between the Parties.</p>
29/06/23	Protective Provisions sent from the Applicant to Encirc	<p>Key Topics</p> <ul style="list-style-type: none"> Protective Provision Draft sent to Encirc <p>Discussions and Outcomes</p> <p>Encirc reviewing document.</p>
18/07/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Statement of Common Ground Rev B Review <p>Discussions and Outcomes</p> <p>Consensus on the items on the common position of the Statement of Common Ground between the parties.</p>
10/08/23	Face to face discussions between Encirc's representatives and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Review of key topics under discussion <p>Discussions and Outcomes</p>

		Following the discussion Encirc's representatives were to take advice from Encirc and revert to the Applicant.
24/08/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Review of key topics under discussion, the Applicant prepared and shared an illustrative powerpoint to go over the four governing interactions that require resolution. <p>Discussions and Outcomes</p> <p>Encirc committed on prompt follow-up of their comments on the Applicant's suggested Protective Provisions,</p> <p>The Applicant committed on follow-up to the Heads of Terms mark-up and update of the final SoCG (RevC) for submission into the examination process.</p>
31/08/23	Microsoft Teams call between Encirc and the Applicant	<p>Key Topics</p> <ul style="list-style-type: none"> Review of key issues with focus on the Protective Provision, Heads of Terms and Statement of Common Ground Rev C documentation. <p>Discussions and Outcomes</p> <p>The Applicant explained their position on the outstanding points of discussion in relation to the Protective Provisions and committed to providing a further revised draft of the Protective Provisions.</p>

3. ISSUES

3.1.1. This chapter sets out the areas of agreement in relation to specific issues relating to the DCO Proposed Development, and any areas of ongoing discussion between the Parties. The topics discussed between the Applicant and Encirc are as follows:

- Engagement, & Other Application documents;
- Issues related to Access to Adjacent Land;
- Issues related to Access to Encirc Land;
- Issues related to Future Development Plans;;
- Issues related to Operational Impacts; and
- Issues related to the Draft DCO.

Table 3-1 – Engagement, ES & Other Application Documents

Ref.	Description of Matter	Current Position	Status
Engagement			
Encirc 3.1.1	Engagement	<p>The Parties agree that engagement has been ongoing in the pre-application period in respect of access to the Encirc Land for surveys. In the post-submission period (as set out in the record of engagement) Encirc and the Applicant have had further discussions which through change requests and the negotiation of heads of terms for land rights agreements and protective provisions, the Applicant has sought to bring forward a design which has had regard to Encirc's views.</p> <p>Encirc has been formally consulted on the application as required by the Planning Act 2008 (PA2008).</p>	Agreed
Encirc 3.1.2	Project Support	<p>Encirc is an active member of the wider HyNet project and supports the Applicant in providing critical infrastructure to enable Project viability.</p> <p>Encirc has the potential to become a customer of some of the HyNet Project partners.</p>	Agreed
Other Application Documents			
Encirc 3.1.3	Other application documents	Encirc agrees that its interests are correctly reflected in the Book of Reference [REP3-014] .	Under discussion

Table 3-2 – Issues related to Access to Adjacent Land

Ref.	Description of Matter	Current Position	Status
Encirc 3.2.1	Access for Construction on the Protos Site	<p>The Applicant intends to use the land parcels labelled as Plots 1-02 and 1-03 in the Land Plans [CR2-004], [REP2-004] for access to the site for the construction (and related activities), and operation of the Ince AGI.</p> <p>Encirc have noted that this access route has been provided to facilitate the undertaking of surveys. Encirc have requested that alternative routes be used for future access requirements for the construction and operation of the development of the Project.</p> <p>Encirc considers that the northern access through its site, along plots 1-01 and 1-02 is not necessary to provide a road connection to the Ince AGI. A current proposal, subject to a planning application before Cheshire West and Chester Council by Forsa Energy (21/04024/FUL) will provide a direct access route from Grinsome Road to the Perimeter Road</p> <p>The Applicant notes this position and has made Encirc aware that this is the main road that accesses the Protos site in its current situation. The Applicant has followed up with land use proposals in the voluntary agreement process.</p> <p>The Applicant has sent updated Heads of Terms, aiming to address these concerns, Encirc are reviewing the documentation and will revert with feedback.</p> <p>The use of these plots will also depend on Peel NRE's potential construction of access roads to the Protos site and their suitability. The Applicant is addressing this option as part of the Protective Provision conversations.</p> <p>This is being addressed by the Parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

		framework. We are aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms; however the Parties will be submitting separate Protective Provisions. The parties have slightly different forms of preferred protective provisions which have been submitted into the Examination. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement and protective provisions as soon as possible and will keep the Examining Authority updated.	
Encirc 3.2.2	Access over Grinsome Road	The Applicant does not intend to stop-up the common site access on Grinsome Road or any other road that would impact access to the Encirc site. The Applicant's appointed Construction Contractor will consult Encirc (and the owner / other occupiers of the Protos Site) on the relevant draft construction traffic management plan before it is submitted to the Local Planning Authority for approval.	Agreed
Encirc 3.2.3	Access over Grinsome Road to Encirc Land	<p>Access to the Encirc site will be safely provided at all times and operational impacts to the stakeholders involved will be minimised wherever practicable. Access provisions are being included in the protective provisions discussions.</p> <p>Any interruption to Encirc will be minimised and is anticipated to be very short in duration. The Parties will set up construction traffic steering groups to plan construction activities to ensure the impact to Encirc's business is minimised.</p> <p>The Applicant has committed to a fortnightly construction review prior to commencement of construction activities to agree a schedule of traffic movements in order to minimise the impact to Encirc's business operation and development project.</p>	Under Discussion

Table 3-3 – Issues related to Access to Encirc Land

Ref.	Description of Matter	Current Position	Status
Encirc 3.3.1	Access to Construction Area on Encirc's land interest	<p>The Applicant has included provision for access from the plots labelled as 1-02 and 1-03 through to Plot1-06, (and then following on to Plots 1-06a, 1-06b and 1-06c) as shown in the Land Plans [CR2-004], [REP2-004]. Encirc has informed the Applicant that there is a continuous fence line between these Plots and at this point there is no existing gated access between them. Encirc stressed the importance of maintaining the continuity of their fence line for their business operations. This is particularly important given Encirc's obligations to HMRC as a bonded warehouse and also a Lower Tier COMAH site. It is essential that Encirc complies with all obligations at all times.</p> <p>As part of the Applicant's Change Request 1, the Applicant has extended the red line boundary to include Ash Road (Plots 1-06a, 1-06b and 1-06c shown in the Land Plans [CR1-009]), with the intention for this to be the main access point to Encirc's land - this is subject to a consultation process.</p> <p>After further discussion, the Applicant plans to change the category of a section of 1-06 (to be labelled 1-06d in Change Request 3), to highlight rights to this land are only required during construction.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights,</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

		<p>which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p> <p>.</p>	
Encirc 3.3.2	Operational / Maintenance Access	<p>The Applicant intends to use the entrance from Ash Road as the primary and only required access for operational and maintenance access to the pipeline within Plot 1-20 and 1-22 as shown in the Land Plans [CR2-004], [REP2-004]. This is subject to a consultation process.</p> <p>The Applicant is current reviewing the responses made by Encirc. However, both Parties are progressing conversations regarding the Ash Road access becoming the primary construction / operational access point to the plots highlighted above. The final access requirements will be documented in a private agreement and also in the protective provisions.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	<p>Not Agreed (Discussions on the Heads of Terms agreement are ongoing)</p>
Encirc 3.3.3	Construction Access	<p>The Applicant intends to use the entrance at Ash Road as a primary access for construction activities within plots 1-20 and 1-22. The Applicant is aware that this access has some restrictions for oversized HGVs. In the event that oversized HGVs are required for construction activities, the Applicant has proposed an alternative route to Encirc, which is currently under Heads of Terms discussion between the Parties.</p> <p>In the event that these proposals are not acceptable to Encirc, the Applicant will use the access from Grinsome Road. This access will be a new access through the fence. If any gap through the Encirc fence between plots 1-02/1-03 and 1-06 is made, the Applicant will commit to pay for the appropriate temporary security detail required and for restoration works upon completion of the works requiring departure/oversized HGVs. Encirc have emphasised its concerns about the use of this road and the appropriateness of the road for HGVs and two way traffic. The parties have agreed that these points will be covered in the protective provisions under discussion.</p> <p>Encirc have also emphasised that the Applicant must pay a proportionate share for the maintenance of any access road used and make good any damage which is caused to the road to ensure that Encirc retain access to its site. This will include Ash Road south of plot 1-06b, where Encirc has an obligation to maintain the carriageway in the interests of local amenity.</p> <p>Any interruption to Encirc will be minimised and is anticipated to be very short. The Parties will set up construction traffic steering groups to plan construction activities to ensure the impact to Encirc's business is minimised.</p> <p>Any changes to the fence line (which is strongly objected to by Encirc) and related provisions will need HMRC written approval as Encirc are a bonded site and any amendments must go to them for a variation to current approvals (even if temporary).</p> <p>This point is reflected in the Protective Provision drafting, currently under review. The Applicant also wishes to ensure this is covered through a Heads of Terms agreement.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights,</p>	<p>Not Agreed (Discussions on the Heads of Terms agreement are ongoing)</p>

		which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.	
Encirc 3.3.4	Future Access	<p>Encirc have made the Applicant aware that their development plans could change the access routing to the Plots 1-20, 1-21 and 1-22 as shown in the Land Plans [CR1-009] and that an alternative route would be provided as part of these development proposals.</p> <p>The Applicant is content as long as an alternative access route suitable for the Project needs is maintained continuously. This is being handled under Heads of Terms and Protective Provisions discussion.</p> <p>Encirc's future development plans (automated warehouse, new rail sidings and intermodal area, and hydrogen powered furnace), all of which are either with the local planning authority or well publicised, will include the installation of further railway tracks / sidings to be installed over plots 1-22, 1-21 and 1-06. This development is essential to the future of the Encirc business and Encirc's compliance with its obligations and shall not be prejudiced by the proposed development.</p> <p>This is being addressed by the parties via the drafting of Protective Provisiond and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

Table 3-4 – Issues related to Future Developments

Ref.	Description of Matter	Current Position	Status
Encirc 3.4.1	Future development on Pipeline easement	<p>Upon completion of construction, the Applicant requires a 24.4 m easement corridor surrounding the pipeline. A small length of pipeline crosses Encirc's land interest in Plots 1-20 and 1-22 as shown in the Land Plans [CR1-009].</p> <p>Encirc have made the Applicant aware of future development intentions in the area. The Applicant has made Encirc aware that it will need to assess any proposals for the use of the land within the pipeline easement on a case-by-case basis, to ensure safe operation and integrity of pipeline, and the ability to access the pipeline for maintenance if required.</p> <p>Encirc's future development plans (automated warehouse, new rail sidings and intermodal area, and hydrogen powered furnace), all of which are either with the local planning authority or well publicised, will include the installation of further railway tracks / sidings to be installed over plots 1-22, 1-21 and 1-06. This development is essential to the future of the Encirc business and Encirc's compliance with its obligations.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

Table 3-5 – Issues related to Operational Impacts

Ref.	Description of Matter	Current Position	Status
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Encirc 3.5.1	Railway Crossing	<p>Encirc notes Plot 1-20 as shown in the Land Plans [CR1-009] is over a working railway line and no development can take place in the area.</p> <p>The Applicant confirms that the proposal in this plot is for subsurface works only using a trenchless method in order to minimise impact to the railway and ensure its operation is not affected by direct construction works.</p> <p>The Applicant is reviewing the possibility of carrying out a single trenchless crossing, covering land plots from 1-18 to 1-25 (including Plots 1-19, 1-20, 1-22, 1-23 and 1-24). This is being carried forward as a design option and, if selected, a trenchless crossing pit would not be required in plot 1-22. The decision on which crossing construction technique will be utilised will be made in detailed design, and therefore both options are currently being assessed as part of the DCO.</p> <p>Encirc have emphasised to the Applicant the importance of retaining access at all times to and use of the railway for the carrying out of Encirc's business and its future plans for redevelopment in this area. The matters will be dealt with in the protective provisions which are currently being discussed between the parties.</p> <p>Any interruption to Encirc will be minimised and is anticipated to be very short. The Parties will set up construction traffic steering groups to plan construction activities to ensure the impact to Encirc's business is minimised.</p> <p>The Applicant has requested details of the technical authority managing Encirc's railway spur and has requested a future meeting. The Applicant has suggested the use of Network Rail's construction standards as a starting point for discussion. The Applicant is awaiting confirmation of personnel to be included in this review from Encirc.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)
Encirc 3.5.2	Railway Surveys	<p>The Applicant notes that at points during construction, non-intrusive surveys of the railway will be required.</p> <p>The Applicant will work with Encirc to ensure the timing of these surveys do not have an adverse operational impact on Encirc's business and will ensure compliance with any conditions of access imposed by Encirc, due to regulations related to their HMRC and COMAH site status.</p> <p>Encirc have requested an impact survey before and after the trenchless crossing construction works.</p> <p>The Applicant confirms that settlement monitoring will be conducted before, during and after any trenchless crossing of the railways.</p>	Agreed
Encirc 3.5.3	Construction Impact	<p>Encirc have requested that Plot 1-21 as shown on the Land Plans [CR1-009] is reduced in both area and that the class of rights sought is changed from permanent to temporary. The Applicant notes this and has confirmed that this land is primarily required if two separate trenchless crossings are required (one for each railway). The land has been minimised to reduce operational impact, The wide parcel of Plot -21 has been selected to ensure there is flexibility of access, based on the known terrain at that location. It has been labelled as permanent access to ensure there is operational access over the terrain. This is being discussed further in the Heads of Terms discussion.</p> <p>The Applicant has reviewed the possibility of carrying out a single trenchless crossing and will progress this as a design option. This will be confirmed during detailed design.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

The Applicant has included this land with rights for operational access the access from 1-06 present in the northwest corner of Plot 1-21, as highlighted in the below image. The Applicant is aware of Encirc's future development plans in this area and is proposing that a suitable agreement can be made via Protective Provision conversations.





The Applicant has agreed to give Encirc an overview of what the operational checks of plot 1-22 will require to allow Encirc to fully assess the proposals.

This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.

Encirc 3.5.4

Future Development Plans

Encirc have shared details of its future development plans which are currently with the LPA for determination or in the public domain. It is essential that these important plans can be brought forward, and these points are to be covered in the protective provisions and by private agreement.

After CAH2, Encirc have send the Applicant an overview of future railway siding developments **[AS-080]**.

The Parties are aiming to resolve this via the private Option agreement. The Applicant notes this is a complex crossing, and whilst will target for it to be carried out in a single crossing, it cannot commit to this at this point, due to the reliance on other stakeholders (notably Network Rail and Peel NRE) in this decision. Encirc have asked the Applicant to progress discussions with Network Rail as soon as possible to provide clarity on this as it has great importance to Encirc and progressing discussions.

Not Agreed
 (Discussions on the
 Heads of Terms
 agreement are
 ongoing)

		<p>The Parties have discussed a potential clash of their developments, and through the Heads of Terms and protective provisions process are aiming to resolve the construction scenarios covering each Party having finished their works first, as well as if the construction developments overlap.</p> <p>This is being addressed by the parties via the drafting of Protective Provisions and the development of a private agreement. Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. Aware that there is unlikely to be sufficient time left in the Examination process to agree a Heads of Terms, the Parties have submitted separate Protective Provisions. The differences relate (in part) to compulsory acquisition rights, which would be resolved by an agreed Option Agreement document. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	
Encirc 3.5.5	Encirc Compliance with Obligations	<p>Encirc is subject to a number of obligations as an HMRC bonded warehouse and also as a COMAH registered site. It is essential that all obligations are complied with at all times. This point is to be included in the protective provisions.</p> <p>The Applicant confirms their intent to comply with the above referenced obligations and agree that these points should be covered in the protective provisions.</p> <p>The Applicant notes that if the Option Agreement is agreed in the manner it is setting out, then the Applicant will remove its requirement to interfere with Encirc's bonded fence line. Both Parties are aiming that the Applicant's development and Encirc's business operation can co-exist under this framework. The Parties will continue their discussion, with the aim to resolve the agreement.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)

Table 3-6 – Issues related to the DCO Proposed Development - Draft DCO (including requirements to the draft DCO)

Ref.	Description of Matter	Current Position	Status
Encirc 3.6.1	DCO Support	<p>The parties have agreed that protective provisions for the benefit of Encirc shall be included within the DCO. The terms of these provisions are currently under discussion between the parties.</p> <p>Both Parties agree that in principle the Applicant's development and Encirc business operations can co-exist under this framework. The Parties will continue their discussion, with the aim to resolve the agreement. This is being addressed by the parties via Protective Provision and voluntary land acquisition discussions.</p>	Not Agreed (Discussions on the Heads of Terms agreement are ongoing)