

Viking CCS Pipeline

9.70 Applicants Comments on Submissions by Interested Parties at Deadline 5

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Applicant: Chrysaor Production (U.K.) Limited,
a Harbour Energy Company
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1 Introduction

1.1 Purpose of this Document

- 1.1.1 This document has been prepared for the Viking CCS Pipeline (the 'Proposed Development') on behalf of Chrysaor Production (UK) Limited ('the Applicant'), in relation to an application ('the Application') for a Development Consent Order (DCO) that has been submitted under Section 37 of the Planning Act 2008 (PA 2008) to the Secretary of State (SoS) for Energy Security and Net Zero.
- 1.1.2 This document provides the Applicant's responses to additional submissions from Interested Parties that were made at Deadline 4.

1.2 The DCO Proposed Development

- 1.2.1 The Proposed Development comprises a new onshore pipeline which will transport CO₂ from the Immingham industrial area to the Theddlethorpe area on the Lincolnshire coast, supporting industrial and energy decarbonisation, and contributing to the UK target of Net-Zero by 2050. The details of the Proposed Development can be found within the submitted DCO documentation. In addition to the pipeline, the Proposed Development includes a number of above ground infrastructure, including the Immingham Facility, Theddlethorpe Facility and three Block Valve Stations.
- 1.2.2 A full, detailed description of the Proposed Development is outlined in Environmental Statement (ES) Volume II Chapter 3: Description of the Proposed Development **[APP-045]**.

2 The Applicant's comments on submissions made at Deadline 5

This section provides the Applicant's response to submissions from Interested Parties made at Deadline 5.

Table 2-1: Environment Agency Deadline 5 Submission - Comments on Deadline 4 submissions and ExA's schedule of proposed changes to the draft DCO

Ref	Topic	Interested Party Comment	Applicant's Response
2.1.1	Bentonite Management	[REP4-012] Draft Bentonite Management Plan The Environment Agency has reviewed this plan and has no concerns/comments to make on it.	The Applicant notes this comment.
2.1.2	Flood Risk	[REP4-016] Flood Risk Assessment tracked & [REP4-015] clean The Environment Agency has reviewed Revision B of the flood risk assessment and confirms that all outstanding issues in respect of flood risk have now been addressed. Accordingly, it is our view that the assessment is now appropriate for the scale, nature and location of the development proposed and complies with the requirements of planning policy in respect of flood risk. Please note that our advice relates to the risk from fluvial and tidal sources only and has not considered the risk of flooding from ground water, drainage systems, reservoirs, canals or ordinary watercourses. The relevant Lead Local Flood Authorities will need to provide advice in respect of flooding from these sources.	The Applicant notes this comment.
2.1.3	Climate Change	[REP4-020] Chapter 15 - Climate Change tracked The Environment Agency has reviewed this chapter and is satisfied that the issue raised in paragraph 9.1 of its Relevant Representation [RR-034] has now been addressed. We have no outstanding concerns in respect of this assessment.	The Applicant notes this comment.
2.1.4	General	[REP4-051] Applicant's comments on the submission made at Deadline 3 We would like to thank the Applicant for providing us with signposting in respect to our comments made at Deadline 3.	The Applicant notes this comment.
2.1.5	Draft DCO	PC013 – The Environment Agency welcomes the Examining Authority's proposed change in respect of Requirement 22(3), to allow additional time for consultation to take place during the Requirement discharging process.	The Applicant confirms that the suggested amendment was made to the draft DCO at Deadline 5 [REP5-002] .
2.1.6	Protective Provisions	The Environment Agency has been in the process of reviewing its standard protective provisions and apologises for the delay in this respect. The review is almost complete and our solicitor will be liaising with the Applicant in the coming week with a view to reaching agreement on this matter before the close of the Examination. We will provide a further update on this matter at Deadline 6.	The Applicant has now received confirmation from the Environment Agency that the Protective Provisions included in the draft DCO are agreed. The Applicant expects the Environment Agency to confirm this at Deadline 6.

Table 2-2: National Grid Electricity Transmission Plc Deadline 5 Submission

Ref	Topic	Interested Party Comment	Applicant's Response
2.2.1	Protective Provisions	<p>The Promoter and NGET have been in discussions and agree that protective provisions are required in the DCO to protect NGET's apparatus and interests.</p> <p>Good progress has been made and many points have been agreed between the parties. However, there remain some points which are still not agreed.</p> <p>NGET's preferred form of protective provisions is included at Appendix 1 to this submission.</p> <p>The below table sets out the points on which there remains disagreement between the parties and sets out NGET's reasoning for its position.</p> <p>NGET is committed to continuing its negotiations with the Promoter to reach an agreed position if possible which provides satisfactory protection to NGET's interests and assets and puts in place a framework which allows future important projects come forward in the most efficient way possible.</p>	<p>The Applicant has included Protective Provisions within the draft DCO (Revision H) (document reference 2.1) that it considers are sufficient to prevent any serious detriment to NGET's undertaking. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>
2.2.2	Protective Provisions	<p>Paragraph reference: Future apparatus wording – through the PPs</p> <p>Difference between parties: NGET has inserted provisions in respect of the proposed EGL3 and 4 Projects and the proposed Grimsby to Walpole Project which are NSIPs at the preapplication stage. The Promoter does not agree to the inclusion of this wording or that wording to protect unbuild assets should be included in the protective provisions.</p> <p>Comments: NGET are currently developing a number of projects which will play a crucial role in upgrading the UK's electricity system and in helping the UK meet its net zero and climate change obligations. It is important that these projects can be brought forward.</p> <p>The two projects which NGET is including in these protective provisions (EGL3/4 and Grimsby to Walpole) are both NSIPs which are supported as projects of Critical National Priority by the National Policy Statements.</p> <p>As such NGET feels it is important to include obligations in relation to coordination and cooperation where it is likely that there will be interactions between future apparatus. The wording generally requires cooperation and collaboration between the parties.</p> <p>The coordination between different NSIPs is becoming increasingly important and will need to be grappled with and NGET consider that including this wording in protective provisions will allow there to be a clear framework for managing such interfaces and ensuring that all projects can be brought forward in an efficient manner.</p> <p>The upgrading of the electricity transmission system is crucial for the UK and also essential to other developers of energy projects to ensure that there are sufficient connection opportunities to help benefits of energy projects be efficiently and effectively realised.</p> <p>Similar wording to that included within the protective provisions has previously been included within the Awel y Mor Offshore Wind Farm DCO.</p>	<p>The Applicant has included Protective Provisions within the draft DCO (Revision H) (document reference 2.1) that it considers are sufficient to prevent any serious detriment to NGET's undertaking. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>
2.2.3	Protective Provisions	<p>Paragraph reference: Paragraph 19(2) [Removal of Apparatus]</p> <p>Difference between parties: The difference between the parties is shown by way of tracked changed in the text below. The Promoter's preferred approach is to include 'reasonable' but NGET do not agree to this addition.</p> <p><i>"(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to subparagraph (3), secure any necessary</i></p>	<p>The Applicant has included Protective Provisions within the draft DCO (Revision H) (document reference 2.1) that it considers are sufficient to prevent any serious detriment to NGET's undertaking. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>

Ref	Topic	Interested Party Comment	Applicant's Response
		<p><i>consents for the alternative apparatus and afford to National Grid to its reasonable satisfaction (taking into account paragraph 22(1) below) the necessary facilities and rights."</i></p> <p>Comments: NGET cannot agree to the addition of 'reasonable' in this paragraph. NGET has a statutory duty to maintain an efficient, coordinated and economical system of electricity transmission. As part of this, NGET must ensure that the decision on whether any replacement apparatus required to facilitate other projects is reasonable must be at its absolute discretion to maintain the integrity of the electricity transmission system. Further, NGET has a crucial role to play in the decarbonisation of the electricity system and the move towards net zero. In accepting alternative apparatus NGET must ensure that they can still meet all statutory obligations and requirements and this cannot be subject to any 'reasonableness' provision. This wording and the requirement for NGET to have absolute discretion on this point has been accepted on many DCOs and we do not consider why there is anything which means that it should not be accepted in this case.</p>	
2.2.4	Protective Provisions	<p>Paragraph reference: Paragraph 21 [Expenses], addition of new (6)</p> <p>Difference between parties: The Promoter's preferred protective provisions include a new subparagraph (6) which sets out "<i>Where in accordance with paragraph 24(1) the undertaker pays National Grid in respect of an itemised invoice or claim for charges, costs and expenses reasonably anticipated within the following three months, should there be any unspent funds after the expiry of such three month period, National Grid shall repay such unspent funds within 60 days of the total charges, costs and expenses actually reasonably and properly incurred being known, and include an itemised accounting of the charges, costs and expenses reasonably and properly incurred for the three months following the issue of the itemised invoice or claim.</i>"</p> <p>NGET do not agree with the inclusion of this wording.</p> <p>Comments: The inclusion of this wording is not accepted. In terms of the practicalities, if anticipated costs are incurred this is likely to be associated with either diversionary works or compulsory purchase (which are not anticipated on this scheme) in which case there will be a separate commercial agreement (such as a diversionary works agreement) which will apply and which will regulate expenditure and will be subject to these terms and liaison with many different parts of the business. If there are such works under agreements, these also may take a longer period of time to complete. We run the risk of funds needing to be returned under the drafting when they are still required for works being regulated under agreements entered into between the parties which would create an extra administrative burden for all parties.</p>	<p>The Applicant has included Protective Provisions within the draft DCO (Revision H) (document reference 2.1) that it considers are sufficient to prevent any serious detriment to NGET's undertaking. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>
2.2.5	Protective Provisions	<p>Paragraph reference: Paragraph 24(2) [Cooperation] – addition of catch all 'reasonable provision'</p> <p>Difference between parties: The Promoter in its preferred protective provisions has included the addition of the extra wording set out below at 24(2). NGET does not agree to the inclusion of this wording.</p> <p><i>"and any action, decision, cost and/or expense which may be claimed under this Part of this Schedule shall at all times be subject to National Grid acting reasonably."</i></p> <p>Comments: NGET cannot agree to this wording.</p> <p>As set out in relation to paragraph 19 above, NGET has many obligations and requirements under statute which it must make sure are complied with which involves balancing the needs of different users of the electricity system. Compliance with such statutory duties cannot be subject to reasonableness and NGET must be able to ensure it cannot act to meet all obligations.</p> <p>The wording of the PPs already provides that NGET's approval will not be unreasonably withheld or delayed and the additional proposed wording is unclear and in a number of cases duplicates wording which applies throughout the document. This could cause unacceptable confusion and delay which is unacceptable in the context of NGET meeting its statutory requirements.</p> <p>NGET's standard wording has been accepted on many DCOs to date and we do see any reason why it should not be accepted here.</p>	<p>The Applicant has included Protective Provisions within the draft DCO (Revision H) (document reference 2.1) that it considers are sufficient to prevent any serious detriment to NGET's undertaking. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>

Table 2-3: National Highways Deadline 5 Submission - Comments on the Applicant's Deadline 3 and Deadline 4 submissions and Protective Provisions update

Ref	Topic	Interested Party Comment	Applicant's Response
2.3.1	Strategic Road Network	<p>The proposed development would have an impact on the Strategic Road Network (SRN) and as such it is critical to the operation of the SRN, the safety of the travelling public and to ensure the proper and efficient use of public resources that the development proceeds in consultation and agreement with National Highways and with appropriate protections in place.</p> <p>National Highways does not object to the principle of the development subject to the inclusion of adequate protections to manage any potential interface between the proposed development and the SRN.</p>	<p>The Applicant is continuing to engage with National Highways on the terms of Protective Provisions. The Applicant considers that the Protective Provisions included for the benefit of National Highways in the draft DCO (Revision H) (document reference 2.1) are sufficient to avoid any adverse impact on the Strategic Road Network as a result of construction of the Proposed Development.</p>
2.3.2	Draft DCO	<p>At Deadline 3 [REP3-030], in response to National Highways' Deadline 2 submission [REP2-040], the applicant accepted the correct legal position regarding street works, as set out by National Highways, and stated: <i>"The Applicant notes the comments of National Highways and will update Schedule 3 of the draft DCO at the next deadline to include reference to sections of the strategic road network where the pipeline will be installed by trenchless technique."</i></p> <p>At Deadline 4 an updated version of the draft DCO (revision F) [REP4-001] was submitted without this update to Schedule 3 being made.</p> <p>National Highways respectfully requests that this amendment is made so that the draft DCO reflects the correct legal position regarding street works being carried out below the SRN. This will occur in two locations pursuant to Work No. 3 and Work No. 08.</p>	<p>The Applicant updated the draft DCO at Deadline 5 [REP5-002] to update Schedule 3 as requested.</p>
2.3.3	Protective Provisions	<p>The parties have moved closer on the protective provisions for National Highways' benefit but unfortunately have not yet been unable to reach full agreement.</p> <p>The matters not agreed are as follows:</p> <ul style="list-style-type: none"> • National Highways' request for articles 13 and 16 of the DCO to be referenced in paragraph 115 (prior approvals) has not been accepted. National Highways set out its reasoning for this requirement in its deadline 4 submission [REP4-059] and does not repeat that further here. • National Highways remains concerned regarding the extent of a restriction the applicant is seeking to impose on it regarding works that may affect the pipeline. Whilst National Highways has no intention of undertaking works to the pipeline, or which may affect it, it cannot accept a provision that may hinder its ability to comply with its own statutory responsibilities and/or impact the safety of its operatives and customers. • National Highways' request for the provision of a defects period at paragraph 118 (Completion of a specified work) has not been accepted. National Highways' concern in this regard relates to potential settlement induced due to the pipe installation as this potentially could take several months to materialise with inherent damage to National Highways' earthworks and pavement. A defects period is a standard request of National Highways when any third party works take place that could affect the SRN. It would require a developer to remedy any issues that arise within 12 months of works being completed. • Agreement has yet to be reached on the provision of adequate security to protect National Highways from any financial liability. <p>At Appendix 1 National Highways appends a track-changed version of the protective provisions (using as a baseline those which we believe the applicant will be including in a revised DCO at D5). This includes all amends, both those agreed by the applicant and those not agreed together with associated commentary where necessary.</p> <p>A clean version of the protective provisions that National Highways respectfully requests is included in any made DCO is included at Appendix 2.</p>	<p>The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p>

Ref	Topic	Interested Party Comment	Applicant's Response
2.3.4	Engagement	National Highways will continue to work with the applicant between now and the end of the examination in an effort to close out any outstanding issues. National Highways will update the ExA confirming its final position on all matters before the examination closes.	The Applicant will continue to engage with National Highways.

Table 2-4: Stallingborough Energy Project Limited Deadline 5 Submission

Ref	Topic	Interested Party Comment	Applicant's Response
2.4.1	Engagement	<p>UPDATE ON THE PROGRESS OF DISCUSSIONS WITH THE APPLICANT</p> <p>Further to the procedural decision of the Examining Authority [PD-019] to accept Stallingborough Energy Project Limited (SEPL) as an Interested Party, we write to provide an update on the status of discussions with the Applicant since our letter of 29 July 2024.</p> <p>SEPL attended a virtual meeting with the Applicant on Friday 23 August 2024 and provided further details about the proposed Grange Energy Park. These discussions were positive, and actions were identified that will assist in identifying how the projects can co-exist.</p> <p>A further virtual meeting took place between SEPL's solicitors and the Applicant's solicitors on 27 August 2024, to discuss in more detail the need for an interface agreement to set out a process for how the projects can be developed in conjunction, and to coordinate activities in the event construction timescales coincide.</p> <p>SEPL has demonstrated to the Applicant that Island Green Power (IGP) is an established solar developer and that the Grange Energy Park is progressing rapidly, in line with IGP's expertise and experience. SEPL considers that an interface agreement is an appropriate and established way of dealing with the interactions between energy projects.</p> <p>SEPL is providing the Applicant with a plan identifying its preferred route for the pipeline within the Order limits (noting that this will be subject to ground condition surveys). SEPL's position is that identifying a more refined route now will enable the design of the Grange Energy Park to be progressed and ensure that the interactions between the projects can be identified and discussed in greater detail. SEPL's solicitors have informed the Applicant's solicitors that they are able to prepare the initial draft of the interface agreement and it is SEPL's intention for this to be agreed as soon as practicable. SEPL will provide an update at the next Examination deadline.</p>	<p>The Applicant confirms that it is engaging with Island Green Power with a view to reaching an agreement that ensures both projects can co-exist.</p>

Table 2-5: Uniper UK Limited Deadline 5 Submission - Comments on responses to the Examining Authority's proposed schedule of changes to the draft Development Consent Order

Ref	Topic	Interested Party Comment	Applicant's Response
2.5.1	Protective Provisions	<p>Background</p> <p>1. Uniper UK Limited ("UUKL")'s response to the Examining Authority's first written questions and requests for information [REP1-094] explained its concerns about the standard protective provisions ("PPs") included in Part 1 of Schedule 9 to the draft DCO. It explained the standard PPs would cause serious detriment to UUKL's undertaking and that, as owner and operator of an operational power station and high pressure gas pipeline, it is essential for UUKL to have oversight and control over any works occurring in close proximity to its assets to ensure the continued safe operation of its power station and pipeline. The response also explained that UUKL would share its preferred PPs with the Applicant in due course and that UUKL is committed to working with the Applicant to secure mutually acceptable PPs for inclusion in Schedule 9 to the DCO.</p> <p>2. The purpose of this submission is to provide the ExA with an update in respect of UUKL's preferred PPs.</p> <p>3. While the ExA's proposed schedule of changes to the draft DCO obviously did not refer to this point, UUKL hopes the timing of this submission will assist the ExA.</p>	<p>Uniper has provided its preferred form of Protective Provisions to the Applicant. The Applicant considers that these are broadly agreeable, but has responded to Uniper's solicitors with limited comments. The Applicant has provided further comment on the outstanding points between the parties in its Response to Rule 17 letter - Statutory Undertakers and Protective Provisions (document reference 9.71).</p> <p>The Applicant has not obtained the necessary internal approvals for these to be incorporated within the draft DCO (Revision H) (document reference 2.1), but hopes to submit a separate update before the close of the Examination confirming the position between the parties and providing a form of Protective Provisions that it considers should be included in any granted DCO.</p>
2.5.2	Protective Provisions	<p>The Gate Burton Energy Park Order 2024</p> <p>4. On 12 July 2024 the Secretary of State granted development consent for the above Order which includes, at Part 17 of Schedule 14, PPs in favour of UUKL.</p> <p>5. UUKL considers those PPs provide satisfactory protection for its assets and that they should be included (in slightly amended form) in the instant DCO.</p> <p>6. The necessary amendments relate mainly to updating cross-references to articles within the DCO and correcting internal errors in cross-referencing.</p> <p>7. The Applicant's solicitors have been provided with a copy of the PPs which were included in the Gate Burton DCO and they are taking their clients instructions in respect of their inclusion in the instant DCO.</p>	
2.5.3	Protective Provisions	<p>Next steps</p> <p>8. UUKL will raise its suggested amendments to the Gate Burton PPs with the Applicant direct and will provide the ExA with a further update as to progress at Deadline 6.</p>	