

## H2Teesside DCO Examination

### South Tees Group (20049389) – Deadline 5 Submissions

STG has consolidated its responses to the Applicant's Deadline 4 submissions, as well as its own answers to the Examining Authority's Second Written Questions [\[PD-015\]](#), into this document for submission at Deadline 5.

#### Deadline 4

#### **1 Applicant's response to STG's Deadline 3 submissions [\[REP4-013\]](#)**

1.1 STG notes the Applicant's responses to its Deadline 3 submissions and the Applicant's ExQ1 answers. STG is disappointed to note that:

1.1.1 the Applicant has not provided updated information relating to the Order Width Limit explanatory note [\[REP2-037\]](#) as requested by STG at Deadline 3 [\[REP3-024\]](#)

1.1.2 the Applicant also indicated at Deadline 4 [\[REP4-013\]](#) that it does not intend to update the Interrelation Report [\[REP2-038\]](#) despite STG's requests at Deadline 3 [\[REP3-024\]](#).

1.2 STG notes the Applicant's reply to STG's ExQ1.8.1 response, namely that "*The Proposed Development has not sought consent for the demolition of Teesworks relic structures, or assessed it, as it has proceeded on the basis that this would be done by STG, pursuant to their planning permission. It is assumed that this would happen prior to any Proposed Development activities taking place, as set out in the ES.*" STG's reiterates its position as submitted at Deadline 3, namely that the Applicant should be assessing the impacts of remediation works in their ES, in the event that STG (Teesworks) does not remediate the land. STG would only undertake remediation and demolition if and when an agreement is in place with the Applicant. If no agreement is entered into with the Applicant (or an alternative user if the Proposed Development does not proceed), STG would likely not undertake the works. STG also refers to its answer to ExQ2.1.8 below..

## 2 Updated draft DCO [\[REP4-004\]](#)

- 2.1 STG welcomes the Applicant's updated drafting in the draft DCO submitted at Deadline 4 [\[REP4-004\]](#) to address its concerns, particularly at articles 8 and 25, requirements 15(1), 25, 33, and at new requirement 34.
- 2.2 The Application observes that "Teesworks Limited", now referred to in article 8, will need added as a defined term in article 2 as follows:
- "Teesworks Limited" means Teesworks Limited (Company number 12351851) whose registered office is at Venture House, Aykley Heads, Durham, England, DH1 5TS;*
- 2.3 STG intends to keep the evolving drafting of requirement 33 under review in anticipation of further discussion of the matter at ISH4, but is not yet satisfied that requirement 33 is sufficiently clear in terms of its scope and intent, for instance because:
- 2.3.1 the term "part" appears to be used simultaneously in relation to a physical part of the H2T project, and a part of the NZT requirements – the connection between a "part" of the authorised development and the "relevant" part of NZT requirements 3 and 11 is therefore not entirely clear; and
- 2.3.2 sub-paragraph (c)(ii) needs be clear that the infrastructure is to be utilised for the purposes of the authorised development in that same form as constructed and operated under the NZT scheme.
- 2.4 STG anticipates that its other remaining DCO drafting concerns can be addressed via protective provisions, which reflects the Applicant's position as set out in the SoCG between the parties [\[REP3-008\]](#). The Applicant is submitting, at Deadline 5, the form of protective provisions it requires to satisfy those concerns.

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### South Tees Group (20049389) – Deadline 5 Submissions

#### STG's Responses to ExA Second Written Questions [[PD-015](#)]

The South Tees Group (STG)'s responses to the ExA's second written questions are set out in the table below.

ExQ2 Ref.	Question to:	Question	Response
<b>Questions specifically directed to STG:</b>			
Q2.1.8	STG	<p>Please provide details of:</p> <ul style="list-style-type: none"> <li>i) the planned completion date for the remediation of The Foundry site;</li> <li>ii) how the remediation contract is required to, or will, meet the requirements of the Proposed Development;</li> <li>iii) if and how the requirements of the remediation on the main site of the Proposed Development differs to the requirements for the Net Zero Teesside (NZN) main site, which is close to completion;</li> <li>iv) the proposed completion date for the removal of the foundry core, which was viewed by the ExA at the Accompanied Site Inspection 1; and</li> <li>v) any differences in specification for the remediation works across the Foundry site, specifically the areas identified for</li> </ul>	<ul style="list-style-type: none"> <li>i) Remediation of the site identified for the H2Teesside project ('Foundry Central East') is planned to complete by the middle of 2026. The site to the immediate west of this ('Foundry Central West') was identified by the Applicant as the site of its proposed HyGreen project, but STG understands that this proposal has now been dropped. As such, remediation of Foundry Central West will be triggered by alternative tenant commitments to take a lease or leases on the land and develop the site. The land to the north of these two sites ('Foundry North'), where the Applicant has a potential interest for a Phase 2 project but where there is no firm commitment at this stage, will also be remediated in line with one or more tenants committing to take a lease or leases on the land for development purposes. The same applies to the land to the south ('Foundry South'). It is therefore only the land identified for the H2Teesside project (i.e. Foundry Central East) that STG will carry an obligation to remediate for the Applicant's Proposed Development.</li> <li>ii) Informed by comprehensive ground investigation data, a remediation strategy and related earthworks specification is developed by STG's technical consultants. This is further developed in conjunction with the</li> </ul>

		<p>NZT, Phase 1 and 2 of the Proposed Development and the main site for the HyGreen Project</p>	<p>Applicant to meet the specific requirements of the Proposed Development (thereby, the specification for construction of the remediation works is determined). Once the construction specification has been agreed, the remediation works contract will be tendered by STG and a remediation contractor appointed to deliver the works to the required specification and in line with the agreed programme. During the delivery of the remediation works, a rigorous programme of materials testing and analysis will be undertaken at the direction of STG's technical consultants, to ensure the works are being delivered to the requirements of the specification. Upon completion of the remediation works, STG's technical consultant will produce a comprehensive verification report by way of confirmation that the works have been satisfactorily completed in compliance with the construction specification. The Applicant will be kept informed on a monthly basis on technical matters (including test results) and on works progress, through monthly STG/Applicant progress meeting and related progress reports. By agreeing a specification upfront with the Applicant, implementing testing and validation measures throughout the duration of the works, and maintaining regular, contemporary progress and technical reporting to the Applicant, the parties ensure that the requirements of the Proposed Development are met.</p> <p>iii) Fundamentally, the remediation of the main site of the Proposed Development will not differ in its methodology or objectives from the requirements of the NZT main site. Ground conditions and related characteristics are very similar or the same, depending on locale within the main site. The target dig depth of 2.5m below the proposed finished ground level aligns with the target set for NZT. From a ground contamination perspective, the remediation targets embedded in the specification will be the same or very similar. The proposed finished</p>
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			<p>ground level of 7.1m AOD will differ slightly from the NZT main site, which has been delivered to 7.3m AOD.</p> <p>iv) STG assumes that the reference to the “foundry core” is a reference to the remnants of the Redcar Blast Furnace. That being the case, STG is currently investigating potential methods for addressing the removal of the remainder of the blast furnace structure, including the iron core. The removal works will be implemented commensurate with the requirement to remediate that particular part of the Foundry site – which sits outside the main site of the Proposed Development.</p> <p>v) The approach to the remediation of the main site (Foundry Central East) and to the land upon which HyGreen was to go ahead (Foundry Central West) was to be the same, which in turn, as mentioned above, is very closely aligned with the approach taken to the NZT site. STG cannot comment in respect of Phase 2 in view of the fact the Applicant has given no indication as to its requirements or indeed whether Phase 2 would ever actually come forward.</p>
Q2.6.14	STG	In their DL3 submission [REP3-024] in reply to the Applicant’s response to ExQ1.6.10, STG state that the DCO should include the requirement for consultation on the drafting of restrictive covenants, something that in their reply at DL4 [REP4-013] the Applicant considers is not appropriate. Please explain further why this is considered necessary in this case and why the PPs and side agreement would not be adequate.	STG had supported the ExA’s proposal on this matter given the uncertainty over the project’s impact on the Teesworks site. STG is now content for this to be dealt with via protective provisions (PPs), and STG’s preferred form of protective provisions, as submitted at Deadline 5, contain controls over the exercise of CA power that would address this issue.
Q2.10.1(ii)	The Applicant, STDC and the EA, together	In addition to the above can the Applicant, South Tees Development Corporation and the EA, together with any other relevant	The EA has now provided correct co-ordinates of the land in question, which remains at Seal Sands on the north side of the river and is therefore not of relevance to STG.

	with any other relevant Authority/ Body	Authority/ Body, confirm what discussions have taken place with regard to the land being referred to by the EA as "...being investigated under Part 2A of the Environmental Protection Act 1990."?	
Q2.17.5	STG	In the SoCG between the Applicant and STG submitted at DL3 [REP3-008], SoCG ID2 states that STG have concerns about the potential impact on the highway network and means of access to the Teesworks site. Please provide further details of these concerns and whether STG considers whether its concerns will be resolved by the close of the Examination.	The Applicant has previously stated that an updated cumulative assessment would be submitted at Deadline 5 [REP3-008]. STG anticipates this will be available after 18 December and reserves the right to comment until after this has been published. STG expects to review the updated assessment alongside the revised CEMP ahead of Deadline 6.
<b>Questions directed generally to Interested Parties or the Applicant, to which STG wishes to respond:</b>			
Q2.9.11	IPs/ APs	The ExA would ask any IPs/ APs with whom PPs are being sought whether they are satisfied with the PPs included within the draft DCO [REP4-004] to date and whether any side, or other form of legal agreement is required by the IP/ AP? In the event an IP/ AP is not satisfied, please explain why you are not satisfied and what is required to be undertaken to make the PPs and any side/ other agreement acceptable.	STG is not satisfied with the PPs included within the draft DCO [REP4-004] to date, which only provide limited and generic protection to relevant third party apparatus. STG has submitted its preferred form of protective provisions at Deadline 5. These have been shared with the Applicant.