

# H2Teesside Project

Planning Inspectorate Reference: EN070009

Land within the boroughs of Redcar and Cleveland and Stockton-on-Tees, Teesside and within the borough of Hartlepool, County Durham

The H2 Teesside Order

Document Reference: 8.33 Summary of Applicant's Oral Submissions at the Compulsory Acquisition Hearing 2 (CAH2)

The Planning Act 2008



**Applicant: H2 Teesside Ltd**

Date: January 2025

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## 1.0 SUMMARY OF APPLICANT'S ORAL SUBMISSIONS AT THE COMPULSORY ACQUISITION HEARING 2 (CAH2)

Agenda Item	Applicant's Response
<b>2. Applicant to provide an update to its case for Compulsory Acquisition (CA) and Temporary Possession (TP) in the light of its accepted Change Request</b>	
<p><b>In the light of the accepted CRs, Applicant to take up to 10 minutes to provide an update of:</b></p> <ul style="list-style-type: none"> <li><b>its overall approach to CA and TP in the context of the relevant tests under the Planning Act 2008 and DCLG Guidance (Planning Act 2008, Guidance related to procedures for the CA of land, DCLG, September 2013);</b></li> <li><b>the purpose, structure and content of the Book of Reference, the Statement of Reasons and the Funding Statement; and</b></li> </ul> <p><b>the powers sought and the overall case for them being granted.</b></p>	<p>Mr Hereward Phillpot KC, on behalf of the Applicant, provided a brief update on the case for Compulsory Acquisition (CA) and Temporary Possession (TP) in light of the Change Request. He confirmed that at Compulsory Acquisition Hearing 1, the Applicant's overall approach to CA and TP was set out in the context of the relevant tests in sections 122 and 123 of the Planning Act and the DCLG Guidance related to the procedures for the compulsory acquisition of land, and this was then summarised in the Applicant's written summary of those oral submissions (REP4-015) and that this approach remains with the application as changed by the Change Request.</p> <p>As explained at CAH1, the Statement of Reasons (APP-024) described the need for the compulsory acquisition of land and rights, the extinguishment/suspension of rights and the temporary possession of land. It should be read together with the Schedule of Negotiations and Powers Sought (APP-026) explaining why each plot of land within the Order limits is required. The Statement of Reasons explained the powers sought and the justification for the exercise of those powers, and overall, why it is necessary, proportionate and justifiable to those powers and why there is a compelling case in the public interest for the Applicant to be granted the powers.</p> <p>In its Change Request, the Applicant proposed a total of 14 changes, falling into four categories, as summarised in the Change Request Cover Letter (CR1-043) and Report (CR1-044):</p> <ol style="list-style-type: none"> <li>Category A were changes associated with engineering and design development;</li> <li>Category B changes related to changes to the construction approach;</li> <li>Category C related to <u>reductions</u> in the Order Limits (i.e. changes 2A – 2F) and associated powers of CA following design refinement and discussions with affected parties; and</li> <li>Category D, which involved a single change (change 8) resulting in an <u>increase</u> in the Order Limits and therefore engaged the CA Regulations.</li> </ol> <p>The overall net effect of the changes is to reduce the potential impacts of the development and the extent of land subject to CA and TP by removing approximately 99 hectares of land from the Order Limits and including just 1.8 hectares of additional land which is proposed to be subject to the acquisition of permanent rights, giving a net reduction of about 97 hectares. The overall net reduction in the extent of CA/TP powers that is now sought reflects the Applicant's commitment to minimising impacts on affected persons and to reaching agreement where possible, and at this stage of the Project's design, to avoid recourse to those powers.</p> <p>In addition to the inclusion of 1.8ha of additional land, the effect of change 8 (inclusion of additional land for the National Gas Pipeline - new Work No. 2C) is to create additional rights over certain plots that were already in the Order Limits (as specified in the Supplementary SoR, para 2.1.5, that identifies the new plots and the plots where the rights sought have changed).The additional land and rights are required to enable the Applicant to utilise an existing natural gas pipeline to import natural gas to the Main Site.</p> <p>In light of the change request and in accordance with Regulation 5 of the CA Regulations, a Supplementary SoR (CR1-013), together with an updated Book of Reference (CR1-010); a schedule of changes to the Book of Reference (CR1-012) a Supplementary Funding Statement (CR1-014) and Supplementary Land Plans (CR1-005) were submitted on 17 October 2024.</p> <p>The Supplementary Book of Reference (CR1-010) identifies the changes that results in Additional Land by way of highlighted text and all of the new plots and the plots subject to new rights as a result of the change are identified in the Supplementary Land Plans (CR1-005). The Supplementary Statement of Reasons explains why the additional land and rights are required for the proposed development (Supplementary SoR, para 3.1.1); the compelling case in the public interest, principally by reference to section 7 of the original SoR (APP-024) and the need for natural gas to service the Hydrogen Plant Facility (Supplementary SoR, para 3.1.2); and why the powers sought are legitimate, necessary and proportionate (Supplementary SoR, para 3.1.3).</p>

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	<p>The Supplementary Funding Statement (CR1-014) confirms that the information contained in section 2 of the original Funding Statement [APP-025] as to the Project partners remains accurate. The latest audited accounts of the bp group identified total net assets of \$85,493 million. The other partner, the Abu Dhabi National Oil Company, is a wholly state-owned enterprise of the Emirate of Abu Dhabi and so operates with strong financial backing. Section 3 confirms that there is no change to the cost estimate of Phase 1 of the Proposed Development as a result of the change request, given the scale of the additional land and the fact the change involves utilising a pipeline that already exists such that any necessary works would be minor in nature. Sections 4 and 5 confirm there is no change to section 4 of the original Funding Statement relating to Project funding or funding for land acquisition and blight.</p> <p>The application and change request documents show that:</p> <ol style="list-style-type: none"> <li>the powers are sought for a legitimate purpose;</li> <li>efforts have been and continue to be made to acquire the land by negotiation;</li> <li>absent powers of CA the order land may not be assembled in time to enable the underlying urgent public interest objectives to be met;</li> <li>there is no reasonable alternative to the proposed acquisition in order for the Proposed Development to proceed;</li> <li>the site selected for the Proposed Development and the land needed to implement it, are suitable having regard to potential alternatives – the Applicant has undertaken a clear and appropriate process to identify the site and the most appropriate connection corridors; and</li> <li>the Applicant has the ability to procure the financial resources required for the Project, including costs associated with acquisition of land.</li> </ol> <p>In summary, there is nothing in the change request which alters the Applicant's overall approach to CA and TP or might lead to a different conclusion as to whether there is a compelling case in the public interest to grant the Applicant the compulsory powers needed to deliver this Project. The applicable tests are clearly met for the small amount of additional land and the additional rights sought, and the substantial net reduction in the land proposed to be made subject to compulsory powers significantly reduces the impacts on affected persons without affecting the public interest benefits the Proposed Development would deliver. The overall effect is therefore to strengthen the compelling case for the powers sought.</p>
<b>3. Change Request</b>	
<p><b>3(i) The Applicant is asked to provide a summary of the CR, including, but not restricted to:</b></p> <ul style="list-style-type: none"> <li>the need for and impact of the change;</li> <li>additional and reduction in land required to be compulsorily acquired;</li> <li>impact on TP; and</li> <li>consultation approach, feedback and any changes made pursuant of the consultation.</li> </ul>	<p>Mr Hereward Phillpot KC, provided a summary of the Change Request (which is set out in the Change Report (CR1-044) and the accompanying documents).</p> <p>The changes sought to the DCO Application reflect further engineering and design development of the Proposed Development; changes to construction approach and techniques and reductions in the Order Limits and evolution and refinement of the Proposed Development; seek to respond to comments received from Interested Parties (through the Applicant's on-going engagement with those parties and in response to their comments in the Relevant Representations); deliver improvements to the Proposed Development; remove optionality, land take and complexity; and, with the exception of the Category D change, reduce its overall impacts on those Interested Parties.</p> <p>The Changes brought forward as part of the Change Request were split into four categories:</p> <ul style="list-style-type: none"> <li>Category A were the result of engineering/design development undertaken by the Applicant but involved no changes to the Order limits.</li> <li>Category B changes were changes to construction approach – allowing for the removal of a compound, the addition of a compound at Navigator Terminals (with a TP plot already in the Order limits) and reducing the scope of construction activities in compounds outside of the Main Site. These changes reflected discussions with third parties, and an Applicant review of construction approach.</li> <li>Category C: Order limits reductions. These all arose as a result from discussions with third parties.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Category D: Order limit increase for existing natural gas pipeline. This ensures that the Applicant has the property rights to accompany the gas transportation agreement that is being discussed with Sembcorp. This added 1.8 hectares of Compulsory Acquisition of Rights land, as well as adding the use of this pipeline to plots that were already in the Order limits.</li> <li>• The individual changes are described in the Change Report.</li> </ul> <p>The consultation approach can be summarised as follows:</p> <ul style="list-style-type: none"> <li>• sending letters to all section 42-44 parties plus non prescribed parties (i.e. as per application approach). These letters provided a summary of the changes and a link to the project website.</li> <li>• A notice to publicise the consultation in national and local newspapers plus London Gazette and Lloyds List; and on site.</li> <li>• Documents available at Redcar Library, Stockton Central Library and Hartlepool Civic Centre.</li> <li>• Meetings with Interested Parties.</li> </ul> <p>No changes were made following consideration of feedback received, as the changes had arisen as a result of engagement feedback and:</p> <ul style="list-style-type: none"> <li>• Those with interests in land either welcomed changes or sought to ensure that negotiations continued and that their assets were protected.</li> <li>• Feedback from statutory bodies focussed on ensuring impacts were understood and conclusions of ES/HRA not affected.</li> <li>• Community feedback focussed on generic scheme impacts.</li> </ul> <p>None of those who responded to consultation suggested that the changes should not be made.</p>
<p><b>3(ii) In accordance with Regulation 15(2) of the Infrastructure Planning (CA) Regulations 2010, the ExA will invite any additional Affected Person (AP), and/ or additional Interested Party (IP) to make oral representations on the proposed provision for the CA of additional rights over land set out in the Applicants' accepted CR; this will include any Additional Affected Persons.</b></p>	<p><i>No oral representations made at this stage.</i></p>
<p><b>3(iii) ExA further questions</b></p>	<p><i>The ExA asked for assurances that the natural gas pipeline brought into the Order limits by the Change Request is usable or capable of being usable, and if it isn't, does the DCO still allow for gas supply to allow the plant to operate (option A)?</i></p> <p>Mr Elnur Ibrahimzade, on behalf of the Applicant, confirmed that the existing pipeline had been subject to an inline inspection, which is where a smart 'pig' is used to check the integrity of the pipeline. This confirmed that the pipeline will be able to be used for the Proposed Development.</p>

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	<p><i>ExA referred to the plan showing the routes of pipelines and services for all three projects proposed to be placed at the Foundry as submitted in the Second Round of Questions. ExA asked the Applicant why the gas supply for consented Net Zero Teesside could not be extended to be used for H2 Teesside rather than adding more land to this application?</i></p> <p>Mr Elnur Ibrahimzade, on behalf of the Applicant, explained that the Applicant was in discussions with Net Zero Teesside and other counterparties regarding the sharing of the natural gas pipeline. This is subject to ongoing private commercial negotiations between the parties. The reasoning behind seeking a standalone natural gas pipeline in the H2 Teesside order is for the assurance that a natural gas supply pipeline can be utilised specifically for H2 Teesside. In property law terms, the Proposed Development needs to have its own rights to maintain and operate the pipeline, separate from those to be held by Net Zero Teesside.</p> <p><i>ExA queried why Crown Land was not mentioned in the Supplementary Statement of Reasons.</i></p> <p>Mr Phillpot KC, on behalf of the Applicant, confirmed that this was because no new crown land interests were affected by the changes. There were additional rights sought in Crown land (within the River Tees crossing), but no additional crown land required that was not already in the Order limits. The Applicant was already in discussion with the Crown regarding the plot, and there were no material changes in relation to the overall position. As such, no update was required to be referred to in the Supplementary Statement of Reasons.</p> <p><i>In respect of the Supplementary Funding Statement, the ExA requested confirmation as to whether there are considered to be any major additional risks and/ or liabilities that could change the cost envelope resulting from bringing in the natural gas pipeline to the Order limit and in this respect, what has been considered in the risk profiling?</i></p> <p>Mr Phillpot KC, on behalf of the Applicant, confirmed that the Applicant would respond to this question in writing.</p> <p><b>Post Hearing Note (and in response to Action Point CAH2-AP1):</b>                      The Applicant can confirm that additional risk and/or liabilities as a result of the additional land required for the Applicant to obtain rights to utilise the currently disused private natural gas supply line were considered during the preparation of the Supplementary Funding Statement [CR1-014]. As a larger area of land was removed in Change Request 1 than the area of land added and this relates to a pre-existing, disused natural gas supply line, it was concluded that the additional land, and any works required to bring the pipeline back into use, wouldn't increase the risk and/or liabilities considered in the original Funding Statement [APP-025]. As such, and as indicated in the Supplementary Funding Statement, no additional allowance needed to be made in this regard.</p> <p><i>ExA asked for an update on the consultation between the Applicant and the Mission to Seafarers following their response in the relevant representation period.</i></p> <p>Mr Phillpot KC confirmed that the representations made had been noted and that the principal concern was about ensuring access to their premises from Seal Sands Road during construction is not affected. In response to this, the Applicant had noted that the Framework Construction Environmental Management Plan requires the Applicant to issue communications to affected stakeholders in advance of construction. The Applicant expects to have the main construction compound for works north of the Tees river in a laydown area along Seal Sands Road. That would increase background traffic levels due to construction traffic and daily commuting by workers for the duration of the pipeline construction in this area but it was not envisaged that the increased level of background traffic would significantly affect third parties as the day to day vehicle traffic movements won't require traffic management. The Applicant envisages that any road closure affecting access to the Seafarer's Centre on Seal Sands Road would be for specific construction activities relating to the hydrogen pipeline, for example, lifting the hydrogen pipeline onto the pipe bridge near the entrance to the centre, would be temporary in nature and managed through the normal traffic management processes (including diversions). These can be planned with engagement with the centre to ensure disruption to its members is minimised. Furthermore, any works or construction access along Seal Sands Road will not prevent the utilisation of that road by other parties. The Applicant will include a representative from the Mission to Seafarers in the local liaison group which is to be established (Requirement 25). The Applicant will also update the framework CMP to include an obligation to specifically engage with the Mission to Seafarers prior to any activities which might affect their access. <b>Post Hearing Note: Please see also the response to Action Point CAH2-AP12.</b></p> <p><i>Figure 6 of the Works Plan was shared on the screen, ExA requested an explanation as to why the area in green dash (at change 2.F) remained as needing temporary possession.</i></p>

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	<p>Mr Elnur Ibrahimzade, on behalf of the Applicant, explained the area had been identified as a lay down area for storage of line pipe and other construction materials to enable the construction of the neighbouring sections of the hydrogen distribution network. The area was never intended to be used solely for the connection to the gas grid. The NZT DCO is also looking to use that area for its laydown purposes.</p> <p><i>The ExA then raised a number of queries in respect of the details of the plans, which are reflected in the Action Points. Mr Hereward Phillpot KC indicated that the Applicant would respond to these points in writing, which it does so below:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Action Point</th> <th style="width: 35%;">ExA Query</th> <th style="width: 50%;">Applicant Response</th> </tr> </thead> <tbody> <tr> <td>CAH2-AP2</td> <td> <p>On works comparison plans Figure 8d, Change 8, the pipeline at the southern end of Dabholm Gut, pipe is shown outside of Order limits, is this just diagrammatic?</p> <p>Applicant also to check all of the plans of similar issues in the light of previous concerns on this matter being raised by the Examining Authority and confirm that all proposed works are within the Order Limits.</p> </td> <td> <p>The Applicant can confirm the pipeline is not outside the Order Limits, it is diagrammatic. Where the Proposed Development is planning to utilise the existing pipeline no new works such as construction are planned. This is why temporary areas associated with construction are not required, and hence it is possible for the Order Limits to make no allowance for construction activities (and therefore a limited gap between the pipeline and the limits).</p> <p>It is noted that the existing natural gas pipeline route was obtained by a geometry in-line inspection tool and is considered accurate.</p> <p>More generally, all pipelines and proposed works have been checked by the Applicant against the Order limits and the limits of deviation within the relevant Works Plans and it is satisfied that all of the Connection Corridors are correctly within the Order limits and limits of deviation, with sufficient room for construction.</p> </td> </tr> <tr> <td>CAH2-AP3</td> <td> <p>Plot 11/138 - New plot in land used by ITS group appears to show overlap with outbuildings, has this been discussed with all owners, occupiers and tenants? Should the plot be drawn around the buildings rather than through them? (See sheet 3 of the supplemental land plans). The Applicant to take away to receive instructions.</p> <p>The Applicant was also asked to check all of the Land Plans for similar issues, for example in the Billingham area there is a</p> </td> <td> <p>The Applicant is undertaking a comprehensive review of the Order limits as requested, and any changes to be made will be reflected in the Change Request anticipated to be submitted at Deadline 7. 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		cooling tower which seems to be affected by the same issue.
	CAH2-AP10	Regarding the Change Request, Applicant to clarify whether the area of land remaining following change 2.F, which is shown on works plans 18 as relating to Work No. 6 should be shown as Works No. 9.
	The Applicant can confirm that Work No. 6 will be removed from the area of Change 2.F from the Works Plans. The updated Works Plans have also been submitted at Deadline 6A.	
<i>The ExA then moved on to Change E and opened the floor to those who had previously expressed concern, there were no further comments.</i>		
<b>4. Individual objections, issues and voluntary agreements</b>		
<b>4(i) The Applicant will be asked to provide a brief update on the progress of negotiations into CA and TP of land and rights since CAH1, and deadlines for conclusions of any associated voluntary agreements. Each AP registered to speak will be asked to provide an update of its objection/ concern and summary of negotiations.</b>	Miss Georgina Hurley, on behalf of the Applicant, provided a brief introduction to confirm that Dalcour McLaren and Pinsent Masons, on behalf of the Applicant, had been continuing to engage with the affected parties and land interests relating to the H2 Teesside project since the previous Compulsory Acquisition Hearing on 13 November 2024. Negotiations included a variety of land agreements, protective provisions and side agreements, as well as some other bespoke agreements required by some individual landowners. As for the progress in negotiations on the land agreements, with these parties the Applicant has demonstrated the progress on all negotiations and were maintaining the Land Rights Tracker document. The Applicant had made progress on negotiations relating to the protective provisions with the affected parties and remained committed to agreeing protective provisions to ensure the H2 Teesside project successful development. The Applicant anticipated agreeing many of the heads of terms and protective provisions before the end of examination, and where this is not possible the Applicant is committed to continued engagement to resolve any outstanding matters.  <i>See Annex 1 for further discussion in relation to third party objectors. This Annex builds on what was said at the Hearing to update on the latest position with each party. The Applicant's response to Action Points CAH2-AP5 and CAH2A-AP7 are also included in this Appendix.</i>	
<b>4(ii) ExA further questions</b>		
<b>5. Update following CAH1 and the ExA's Second Written Questions</b>		
<b>5(i) Diligent enquiry:</b>  <ul style="list-style-type: none"> <li>• The Applicant is to summarise the steps to be taken to identify any unknown parties or interests during the Examination, if this has changed since CAH1.</li> <li>• The Applicant is to provide further update of diligent enquiries since CAH1, especially regarding its approach to identifying "Unknown Ownerships".</li> </ul>	Mr Phillpot KC, on behalf of the Applicant, explained that since CAH1 the Applicant had undertaken a Land Registry refresh, which will be reported on at the next Deadline. This did not identify any parties that were previously unknown, save for potentially identifying Billingham Energy Ltd on plot 1/1 in respect of an option agreement (but this is to be confirmed as the Applicant is awaiting a plan from LR in the post).  The Applicant has otherwise had no feedback in response to the signage put on site and there are no further updates to report.	
<b>5(ii) Statutory Undertakers land. The Applicant will be asked to summarise any outstanding land and rights matters and</b>	<i>See Annex 1.</i>	



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<p><b>matters relating to Protective Provisions for Statutory Undertakers if not previously discussed. Any Statutory Undertaker or other relevant body in attendance and wishing to speak in relation to an objection or issue raised that is relevant to the effects of the Proposed Development on its undertaking, apparatus or land will be invited to put oral submissions to the ExA.</b></p>	<p>Mr Phillpot KC, confirmed that all Statutory Undertakers were dealt with in Agenda Item 4.</p> <p><i>ExA raised the non-interested party submission from EDF regarding Hartlepool Power Station.</i></p> <p>Mr Elnur Ibrahimzade confirmed that the Applicant had been involved in technical discussions with the EDF team about their nuclear power station. The Applicant was in the process of putting a non-disclosure agreement into place between the parties, after which information can be shared.</p>
<p><b>5(iii) The Applicant is to provide an update with regard to Crown Interests.</b></p>	<p>Mr Phillpot KC confirmed that the Applicant and its appointed agent, Dalcour Maclaren were actively negotiating with the Crown through their agent, Carter Jonas. Draft heads of terms have been issued to Carter Jonas together with confirmation of the commercial position offered on 6 December 2024. The Applicant understood that Carter Jonas were seeking instructions from the Crown on the commercial position prior to the heads of terms being finalised.</p> <p><b>Post Hearing Note:</b> The Applicant continues to await comments on the land agreements from The Crown Estate.</p>
<p><b>5(iv) The Applicant is to provide an update on progress regarding Special Category Land. Any AP affected by the change to Cowpen Bewley Open Space land may provide an update. The Applicant will be asked to give further explanation regarding the need for access to the north of the Cowpen Bewley AGI, which is primarily plot 4/24, and why the proposed access to the south of the existing AGI is not sufficient</b></p>	<p>Mr Phillpot KC provided an update on progress as follows: Dalcour Maclaren, on behalf of the Applicant, had issued Heads of Terms to NGN, STBC and Church Commissioners in respect of the existing and replacement special category land. Discussions were being held with all three parties. To note:</p> <ul style="list-style-type: none"> <li>• The Church Commissioners (owners of the replacement land) have not submitted representations to the Examination. Discussions have been held, but the Church Commissioners have changed land agents recently. Heads of Terms are now being actively negotiated. The Applicant considers Agreement is unlikely to be reached before the end of Examination but the Applicant will continue to work with their agents to reach agreement in the post-examination period.</li> <li>• With NGN and STBC, article 29 provides protections and ensures replacement land. As such, although negotiations are ongoing and may finish before end of Examination, they will predominantly relate to financial compensation and the mechanisms for the various agreements which are required.</li> </ul> <p>Mr Phillpot KC confirmed that the Applicant saw no difficulty in meeting the relevant tests in relation to that land.</p> <p>In relation to access to the north of the Cowpen Bewley AGI, Mr Phillpot KC confirmed that access along Plot 4/24 was required by the Applicant to facilitate a connection from the highway via existing clearings that currently accommodate public footpaths. This approach will minimise the impact on the Woodland Park, as it avoids the need for tree removal or significant shrub clearance. Access to the south of the existing AGI is constrained by the railway line.</p> <p><i>The ExA investigated further why plot 4/24 was required when it appeared more suitable alternatives were available.</i></p> <p>Mr Elnur Ibrahimzade agreed that the reasoning for the plots was to provide access points that minimise the need for removal of trees or shrubs in the area. In addition, relating to the points made in the previous compulsory acquisition hearing, while the detailed design development is ongoing, there is a scenario where the extent of the AGI will not match the full extent of the pink land. There is a scenario plot 4/25 will not be required as part of building the new AGI, and the Applicant's access arrangements will need to respond to that.</p> <p><b>Post Hearing Note (and in response to Action Point CAH2-AP8):</b></p> <p>In addition to the points raised at the Hearing, the Applicant notes that the use of this plot is for temporary access to the construction area for the expanded AGI. To facilitate access to that expanded AGI, the optimum route solution is to have a 'one way circuit' that has a separate entry/exit locations, which reduces the potential of a bottle-neck if only point of access/egress was used and also removes the need for 'turning circles', or the need for a width that allows for 2 way traffic, which would lead to increased</p>

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	<p>vegetation loss. A one-way circuit also reduces the likely impact to the NGN/NGT AGI site when they are carrying out routine inspection/maintenance. This is shown visually on the plan below.</p>

Agenda Item	Applicant's Response
<p><b>5(v) Further to the response to ExQ2.17.8 [REP5-050] the Applicant and Stockton-on-Tees Borough Council will be asked for further explanation of the need to compulsorily acquire rights on public highway.</b></p>	<p>Mr Phillpot KC confirmed that the need for compulsory acquisition of rights on the public highway arises because, although the Applicant had agreed an approach with the highway authority, the highway authorities do not own the land in question. This means that the ad medium filum rule applies, meaning that there are owners of subsoil against which powers may be required to ensure that there is certainty that the rights associated with the apparatus that will be laid in the street are able to be utilised against all parties with an interest in land, not just considering the highway authority.</p> <p><i>ExA queried whether the DCO expressly protects the highway authority sufficiently?</i></p> <p>Mr Phillpot KC referred to the response given in response to Second Written Question 2.17.8, in that the Applicant had reached an agreed position with the highway authority that protective provisions are not required. Highways works would be undertaken by the consent mechanisms that are already contained in the DCO, including the application of the New Roads and Street Works Act process. This will protect STBC's interests as highways authority, notwithstanding that the Applicant may later obtain an easement for the relevant apparatus. The parties have agreed that this is a sufficient approach, and that Protective Provisions are not necessary in this case. In respect of RCBC and HBC, the Applicant intends to take the same approach, and had received no request for Protective Provisions from those parties.</p> <p><b>Post Hearing Note (and in response to Action Point CAH2-AP11):</b> As requested by the ExA, the Applicant has expanded on the explanation provided at the Hearing with the text below:</p> <p>The need for compulsory acquisition of rights on the public highway arises because, although the Applicant has agreed an approach with the highway authority, it is the case that, with very few exceptions within the Order limits, the highway authorities do not own the land in question on which the road sits.</p> <p>This means that for the purposes of the Book of Reference, highway authorities are noted as a presumed occupier, but this is only in the context of their role as highway authority for that road. As such, the use of compulsory acquisition powers would not affect a <u>property</u> interest held by the highway authority.</p> <p>The highways authority's regulatory interests as highways authority are protected by the various approval mechanisms within Part 3 of the draft DCO, and in particular by article 11, which applies the New Roads and Street Works Act ('NRSWA') to works carried out in a street.</p> <p>The Applicant considers that even in circumstances where the highway authority does own the road, they do so on the basis that it is maintained as a highway. As such, the same protections still apply – the Applicant would be acquiring rights to put in place and access under highway apparatus, none of which it could do in a street without NRSWA applying.</p> <p>Compulsory acquisition of rights powers are sought because, where highways are unregistered, this means that the 'ad medium filum rule' applies, which assumes that adjacent landowners own the subsoil of the highway to the halfway point of the road. As such, powers are required to ensure that there is certainty that the rights associated with the apparatus that will be laid in the street are able to be utilised against such parties.</p>
<p><b>5(vi) The Applicant to update the ExA on the progress with design refinement of the pipeline route options in the area south of Cowpen Bewley, previously referred to as the 'coffee cup handle' options.</b></p>	<p>Mr Phillpot KC confirmed that the results of the archaeological investigations demonstrate that there is nothing of interest within the area of the 'coffee cup handle', which means that this route can be used. This is being confirmed with the County Archaeologist at STBC. Subject to that confirmation, the Applicant intends to bring forward a change to remove the alternative route from the Order limits as soon as possible, and by Deadline 7 at the latest, alongside the other changes discussed in respect of STG earlier.</p> <p>This would remove land plots 3/50-3/52, 3/55-3/56, 3/67-3/68, 3/74-3/84 and 3/93-3/97 that comprise the alternative straight-line routing further to the east. In common with most of the other changes, what this is doing is removing land from the Order that could have been used to implement the same development in a different location. This would be a non-material change.</p> <p><b>Post-Hearing Note:</b> For further details on this, please see the Change Notification submitted on 17 January (AS-045).</p>

Agenda Item	Applicant's Response
<p><b>5(vii) Further to the response to ExQ2.6.15 [REP5-044] and details contained in the Order Width Limit Explanatory Note [REP2-037] the ExA will ask further questions regarding the design progression after the close of the Examination and ongoing land requirements, in particular with regard to the width of pipeline corridors.</b></p>	<p>Mr Phillpot KC provided a brief recap on the broad outline of the position, as discussed at CAH1, in that the Applicant's approach to land requirements, including in the pipeline corridor is consistent with best practice/precedent approach for DCO projects. Namely:</p> <ul style="list-style-type: none"> <li>• at application stage, a DCO is brought forward not on a detailed design, but on a parameters-based approach, based on a preliminary design, limited geotechnical information (particularly important in an area such as Teesside), and taking account of environmental sensitivities;</li> <li>• through its extensive engagement, consultation and EIA work, the Applicant has a good understanding of the land within the Order limits, and has taken an approach cognisant of the known constraints and the possibilities of unknown constraints;</li> <li>• were this flexibility to be removed now then the Secretary of State would be granting consent for a project which would be more constrained and may not be in part even be implementable;</li> <li>• the 'layered approach' to DCO drafting means that the Applicant would only use compulsory powers for its final design;</li> <li>• articles 22 and 25 ensure that the powers can only be used for land that is actually required; and</li> <li>• the design is constrained by article 3 and the protective provisions.</li> </ul> <p>With those principles in mind and using the same Areas referred to in the Order Width Limit Explanatory Note (REP2-037), the following high-level points can be made:</p> <ul style="list-style-type: none"> <li>• Area 1: Billingham Industrial Site: In this area there is a vast array of Protective Provisions which require it to get consent for works within certain radii of existing assets owned by third parties. Responding to the concerns of the owners of those assets will be the main driver of directing where exactly the pipelines will be routed. For example, this is an area where the draft DCO provides for protective provisions for CF Fertilisers. Once this process has led to a precise route for the pipelines, the area over which the compulsory powers will be exercised in terms of location and width of the pipeline will then be governed by the legal constraints that exist because of the way the powers are drafted. Currently the width reflects the need for flexibility and the complexity of deciding exactly where the route will go, but once decided the powers may only be used for the purpose of implementing the scheme and for no other purposes. At the stage that the route has been decided that legal constraint will necessarily serve to limit the area over which the powers may be lawfully exercised.</li> <li>• Area 2: Cowpen Bewley Corridor: This has been addressed in dealing with Item 5(vi).</li> <li>• Area 3: Greatham Creek Crossing. As set out in the note, the exact route of the crossing will depend on geotechnical soil data, which has not yet been obtained. A Ground Investigation would be undertaken as part of the detailed design process. It should be noted, however, that HDD construction is sub-surface for the length of the crossing, meaning that at ground level there will be no indication of this subsurface construction.</li> <li>• Area 4: Tees Crossing. As reflected in the detailed written submissions made on behalf of parties such as Sembcorp, PD Teesport, Anglo American and Navigator Terminals, the ultimate pipeline width (and associated headhouses) will be derived by a process of balancing the interests of those parties, whilst ensuring the delivery of the project, pursuant to the relevant Protective Provisions.</li> <li>• Area 5: NZT/NEP Plant Approach – This will be covered in dealing with item 5(ix) later in the agenda, and it may be more efficient to address it then.</li> <li>• Area 6: Bran Sands Corridor: This is an area where the Protective Provisions for CATS and Anglo American require their approval to the design, given their existing and future plans. Responding to their concerns (plus those of NZT/NEP) will be the main driver directing where the pipelines will be routed in this part of the site. So where there are greater widths at present, some of those will fall away. The principal constraints that will determine the exercise of those powers will first fall out of the detailed design and the protective provisions and thereafter will be governed by the legal constraint that the Applicant cannot exercise powers other than for the purposes that are set out in the order.</li> </ul>

Agenda Item	Applicant's Response
	<p><i>ExA asked whether the Applicant was content that all parties requiring them has protective provisions in this respect?</i></p> <p>Mr Hereward Phillpot KC explained that the DCO contains a series of protective provisions which apply for specific named undertakers. In addition to this, there are protective provisions which apply to categories of persons who would appropriately benefit. In Schedule 16 – Schedule 18 provide the various generic protective provisions.</p>
<p><b>5(viii) Further to the response to ExQ1.6.9 [REP2-024] and ExQ2.6.9 [REP5- 044] the ExA will ask further questions regarding the suspension of rights, with a particular focus on maintaining access rights and how this is secured in the dDCO. The Applicant will also be asked to update the ExA on rights which may need to be suspended or extinguished.</b></p>	<p>Mr Hereward Phillpot KC, on behalf of the Applicant, began by providing an overview as to why it is not possible to identify all of the rights now in principle, but agreed to provide a written note on the categories of rights with examples.</p> <p>In terms of the approach, as discussed at CAH1 and in its post-hearing submissions, the Applicant explained the operation of article 26 of the DCO, and how the powers sought interact with the use of Temporary Possession powers and Compulsory Acquisition powers in the DCO. As such the process of identification of what rights may need to be suspended or extinguished comes at the point that the Applicant is seeking to use those powers, which will be detailed design or construction rather than at this current stage. In addition, the approach to extinguishment/ overriding of rights should be seen in the context of the protective provisions on the face of the Order and in private agreements with individual parties. In contrast to the position at Compulsory Acquisition Hearing 1, there is now the benefit of seeing the current draft of the protective provisions which show that extinguishment or overriding of rights is not untrammelled, and is in fact controlled and constrained by the operation of significant statutory safeguards on the face of the DCO for the benefit of those potentially affected.</p> <p>Mr Phillpot KC continued to explain the reasons why the Applicant cannot reasonably be expected to identify those interests that would be overridden or extinguished at this stage as:</p> <ul style="list-style-type: none"> <li>○ the construction contractor and detailed designer has not yet been appointed;</li> <li>○ if it were to seek to identify the rights now and missed any of them, it would run the risk of needing to extinguish them at a later date and not being able to do so, therefore causing issues in implementation, contrary to the public interest; and</li> <li>○ if the Applicant sought to identify each and every interest now, Interested Parties would likely challenge the Applicant to specifically justify why each suspension/extinguishment is required, at a time when the Applicant would inevitably not have the detail to do so, and this is why it is more proportionate to adopt the approach taken by the Applicant.</li> </ul> <p>This is not a unique approach, and in relation to the particular area and in light of the on-going development of the Teesworks site and the land around it, it is highly likely that new rights may be created post consent and pre-implementation of the Proposed Development and the Applicant needs the ability to deal with any such rights as well as those which exist already.</p> <p><i>ExA requested assurance that those without bespoke protective provisions are equally protected in this regard.</i></p> <p>Mr Hereward Phillpot KC, referred ExA to the example set out in Schedule 18, paragraph 4 (page 121 of draft DCO) but ultimately agreed to set out examples in the note.</p> <p>Mr Phillpot KC also referred back to an earlier action regarding access for the Mission to Seafarers to their land and confirmed to the ExA, that the Applicant would also undertake to establish whether there was any further general protection for those parties who wouldn't qualify for protective provisions, but where something in those control documents might reasonably be included in order to provide them with a commensurate level of notice and ability to make known any points about the potential effect on their land.</p> <p><i>ExA asked if the Applicant could provide a note on the types of rights that could be affected and examples of such instances where such rights could be impacted.</i> Mr Hereward Phillpot KC, on behalf of the Applicant confirmed the Applicant would respond in writing on this point.</p> <p><b>Post Hearing Note (and in response to Action Point CAH2-AP9):</b></p>

Agenda Item	Applicant's Response																								
	<p>Having reviewed the Book of Reference, within the Order limits, the rights existing can generally be categorised as rights of access, rights in relation to apparatus (including various cables, sewers, pipelines and gas mains) or a combination of the two.</p> <p>In the table below, the Applicant has set out examples of such rights in the area around the Main Site, and in the hydrogen pipeline corridor (note the rights and plots identified are not comprehensive for each party – just examples).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Rights Holder</th> <th style="width: 15%;">Nature of Right</th> <th style="width: 20%;">Example of Plots in which the rights exist</th> <th style="width: 20%;">Benefitting Property for the rights</th> <th style="width: 30%;">How Protected in DCO</th> </tr> </thead> <tbody> <tr> <td>PD Teesport</td> <td>In respect of access</td> <td>Compulsory Acquisition of Rights: 13/17, 14/7, 15/140, 15/164, 15/17, 15/178, 15/18, 15/182, 15/183, 15/186, 15/187, 15/188, 15/19, 15/195, 15/23, 15/24, 15/33, 15/37, 15/38  Temporary: 13/10, 13/2, 13/4, 13/5, 13/6, 13/7</td> <td>To Freehold site on River Tees</td> <td>Schedule 35 paragraphs 3 and 4</td> </tr> <tr> <td>Anglo American Crop Nutrients Limited</td> <td>In respect of easements</td> <td>Compulsory Acquisition of Rights: 13/22, 15/101, 15/102, 15/103, 15/104, 15/105, 15/106, 15/107, 15/108, 15/109, 15/110, 15/111, 15/112, 15/134, 15/135, 15/136, 15/96, 15/97, 15/98, 15/99</td> <td>Anglo American's environmental permit area Utilisation of Sembcorp Corridor Access to RBT Access to NWL Lease Area Utilisation of Bran Sands Corridor</td> <td>All of these plots are within the proposed Shared Areas Plan upon which the provisions in the Protective Provisions bite (Schedule 29)</td> </tr> <tr> <td>Openreach</td> <td>In respect of apparatus</td> <td>1/12, 1/13, 1/24, 1/29, 1/30, 1/44, 1/5, 1/6, 1/7, 10/1, 10/10, 10/12, 10/13, 10/14, 10/17, 10/25, 10/29, 10/30, 10/34, 10/35, 10/36, 10/38, 10/39, 10/40, 10/45</td> <td>None: General right of apparatus</td> <td>Schedule 17 applies the electronic communications code to their apparatus.</td> </tr> </tbody> </table>					Rights Holder	Nature of Right	Example of Plots in which the rights exist	Benefitting Property for the rights	How Protected in DCO	PD Teesport	In respect of access	Compulsory Acquisition of Rights: 13/17, 14/7, 15/140, 15/164, 15/17, 15/178, 15/18, 15/182, 15/183, 15/186, 15/187, 15/188, 15/19, 15/195, 15/23, 15/24, 15/33, 15/37, 15/38  Temporary: 13/10, 13/2, 13/4, 13/5, 13/6, 13/7	To Freehold site on River Tees	Schedule 35 paragraphs 3 and 4	Anglo American Crop Nutrients Limited	In respect of easements	Compulsory Acquisition of Rights: 13/22, 15/101, 15/102, 15/103, 15/104, 15/105, 15/106, 15/107, 15/108, 15/109, 15/110, 15/111, 15/112, 15/134, 15/135, 15/136, 15/96, 15/97, 15/98, 15/99	Anglo American's environmental permit area Utilisation of Sembcorp Corridor Access to RBT Access to NWL Lease Area Utilisation of Bran Sands Corridor	All of these plots are within the proposed Shared Areas Plan upon which the provisions in the Protective Provisions bite (Schedule 29)	Openreach	In respect of apparatus	1/12, 1/13, 1/24, 1/29, 1/30, 1/44, 1/5, 1/6, 1/7, 10/1, 10/10, 10/12, 10/13, 10/14, 10/17, 10/25, 10/29, 10/30, 10/34, 10/35, 10/36, 10/38, 10/39, 10/40, 10/45	None: General right of apparatus	Schedule 17 applies the electronic communications code to their apparatus.
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	<p><i>ExA asked Applicant to provide a note on how those without specific Protective Provisions are protected in the Development Consent Order, including a review of Construction Traffic Management Plan/ Construction Environmental Management Plan about what can be said in terms of managing impacts to accesses. Mr Hereward Phillipot KC, on behalf of the Applicant confirmed the Applicant would respond in writing on this point.</i></p>																								

Agenda Item	Applicant's Response
	<p><b>Post Hearing Note (and in response to Action Point CAH2-AP12):</b></p> <p>The Applicant notes that in the absence of specific Protective Provisions, a rights holder may be protected in one of three ways:</p> <ul style="list-style-type: none"> <li>• generally, if the Applicant's works are in a street where the rights relate to apparatus which currently exists, the provisions of Part 3 of the New Roads and Street Works Act 1991 will apply;</li> <li>• if they are an electricity, gas, water or sewerage undertaker, the protective provisions in Schedule 16 apply, these provide:             <ul style="list-style-type: none"> <li>○ no acquisition of apparatus except by agreement;</li> <li>○ the ability to still access land if temporary closure of streets is undertaken under article 13 (this is relevant where a rights holder may have a private right over land, but also a public right of way over a street, which the Applicant can only stop over article 13, so this could override any temporary suspension of the private right);</li> <li>○ provision of replacement apparatus;</li> <li>○ plan approval for works which may affect apparatus, which includes requirements around maintaining access to that apparatus (para 8(2));</li> <li>○ indemnification if the authorised development causes an interruption in service;</li> </ul> </li> <li>• if the rights holder is an electronic communications code company, Schedule 17 applies the electronic communications code; and</li> <li>• Schedule 18 provides for the protection of third parties with apparatus             <ul style="list-style-type: none"> <li>○ paragraph 3 requires plan approval for works which may affect apparatus, including conditions in relation to maintaining access;</li> <li>○ paragraph 4 controls the Applicant's temporary possession powers to ensure access is maintained; and</li> <li>○ the Applicant has updated this Schedule at Deadline 6A to provide for replacement apparatus protections akin to Schedule 16.</li> </ul> </li> </ul> <p>As such, it is clear that those parties who hold rights in relation to apparatus or access to them (which makes up a substantial proportion of the Book of Reference), are protected by the DCO. Although they do not specifically refer to article 25, the protections on the face of the DCO which impose constraints and controls on the works would necessitate the use of that article and mean that in practice it is controlled.</p> <p>However, the Applicant recognises that there are some rights holders whose interests do not relate to apparatus, for example the Mission to Seafarers. To this end, the Applicant has added the following paragraph to the CEMP:</p> <p><i>The Applicant must seek to minimise the interference with or suspension of rights of access during the construction of the authorised development, including those held by the Mission to Seafarers. The Applicant must notify any party whose rights of access may be affected by the authorised development prior to their access being affected, and provide, except in an emergency, and where reasonably practicable, a diversion route for their access requirements whilst their existing route is affected. The Applicant must keep any party whose rights of access are affected by the authorised development regularly updated as to when the interference or suspension of rights is likely to be lifted and notify them without undue delay when the interference or suspension of rights is lifted.</i></p>
<p><b>5(ix) Further to the response to ExQ2.1.11 and the plans contained in Appendix 5 of the Response to General and Cross Topic questions [RE5-039], the Applicant will be asked to aid the ExA's wider understanding of how the three proposed scheme which have their main sites at the Foundry, may co-</b></p>	<p>Mr Elnur Ibrahimzade, on behalf of the Applicant, confirmed that it was the Applicant's intention:</p> <ul style="list-style-type: none"> <li>• to utilise the same pipeline for natural gas supply, water supply and other services to both NZT Power and H2Teesside subject to commercial agreements;</li> <li>• to share easement corridors with the NEP CO2 pipeline and other infrastructure where feasible; and</li> <li>• to utilise the same effluent discharge line to the sea for NZT Power and H2Teesside.</li> </ul>

Agenda Item	Applicant's Response
<p><b>ordinate the use of pipelines and services infrastructure.</b></p>	<p>Co-ordination of such use of pipelines and services infrastructure will be achieved via commercial agreements put in place between the Applicant and the undertakers responsible for the consented NZT/NEP project, and HyGreen if it is to come forward. The development and negotiation of agreements for such co-ordination and infrastructure sharing is well advanced between the Applicant and the NZT/NEP entities (Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited respectively).</p> <p>As HyGreen is not yet consented or sanctioned detailed discussions have not commenced on this specific matter with the HyGreen project entity (bp Alternative Energy Investments Limited).</p>
<p><b>5(x) Further to the responses to ExAs second Written Questions [RE5-039], the ExA will ask further questions relating to the Main Site and the progress of, and relationship with, the proposed HyGreen and NetZero Teesside projects.</b></p>	<p><i>ExA directed a question to Mr Henderson, on behalf of STG, as to the statement that the HyGreen proposal had been dropped. It was confirmed by the Local Planning Authority that the proposal is still in progress.</i></p> <p>Further to the discussion at the Hearing in respect of the Applicant's position on the Main Site, and in response to Action Point CAH2-AP13, the Applicant has set out its position in writing below, responding to the written summary presented in the published Action Points:</p> <p>The Applicant does not agree with the characterisation of its position, or the position of the Phase 2 land, set out in the ExA's summary.</p> <p>While the Applicant acknowledges the progress is being made with STG, as set out in its Change Notification of The Applicant's position is as follows:</p> <ol style="list-style-type: none"> <li>1. The Applicant has no 'chosen' site for Phase 2. While a location is shown on the Indicative Hydrogen Production and Above Ground Installations Plan (AS-028) this was merely produced to show how the two phases <u>could</u> look when viewed together. The Applicant could equally have chosen to show Phase 2 in any other area within Work 1.A.2. Similarly, whilst 'worst-case' assumptions have been made as to its location in the ES (matching that shown on the Indicative Hydrogen Production and Above Ground Installations Plan) this was simply to have a worst-case scenario to assess, not that this was a 'chosen site'. As such there is no 'alternative' location.</li> <li>2. The Applicant does not agree that remediation is the only remaining issue in choosing the location of Phase 2. In respect of design standards: As set out in the answer to SWQ 1.5.8: <i>The standards and legislation are known, however the design of Phase 1 is not finalised and so the exact location of Phase 2 cannot be finalised to account for a safe distance between them. This also applies to the NZT development to the east. Furthermore, safe separation distances will need to account for whether HyGreen is brought forward or not.</i></li> </ol> <p>Whilst the Applicant has shown an indicative layout for Phase 1 on the Indicative Hydrogen Production and Above Ground Installations Plan, this is not a final design. The unknown factor is the application of the legislation/standards to the <u>final design</u> of each of Phase 1, NZT and HyGreen. It would not be possible to use the preliminary design of these facilities to assume how the legislation/guidance would be used to determine safety distances from the final design. This could lead to problems 'either way' i.e. ultimately taking land that is not needed as Phase 2 could have been located nearer to the other facilities, or that Phase 2 needs to be further away, but the Applicant had given up that land which is further away.</p> <ol style="list-style-type: none"> <li>3. In respect of 'satisfactory completion of demolition and remediation works' – the Applicant would note STG's own submissions, where it considers that the Applicant should have assessed carrying out demolition and remediation works – indicating that it will only complete those works if a commercial deal is struck with the Applicant. The position on remediation on the Phase 2 land is therefore less developed, given that position from STG.</li> <li>4. In respect of remediation, the Applicant can find no statutory authority for the proposition that STG has a 'duty' to remediate the site – it just has outline planning permission to do so (but not detailed consent for most of the Phase 2 area). In any event, even if it was considered to have a duty, as the answer to SWQ 1.5.8 sets out, there is no certainty that it will be able to complete that remediation for any one part of the Phase 2 land to enable development either generally, or to the Applicant's programme, given the historical uses of the site.</li> <li>5. The above factors also need to be seen in the context that:</li> </ol>



Agenda Item	Applicant's Response
	<ul style="list-style-type: none"> <li>• given that STG are now claiming to be bringing forward an alternative development in the area of the Phase 2 land, the Applicant will also need to take that into account (including in relation to safety considerations) in the development of both Phase 1 (which could have a knock on effect of Phase 2 design) and Phase 2, both in isolation, and in combination with NZT and HyGreen;</li> <li>• Phase 2 needs to be in a location which means that it is able to be accessed by construction traffic from RBT's quay whilst still accounting for all the other development referred to in this response.</li> </ul> <p>In this context and in response to the ExA's queries:</p> <ul style="list-style-type: none"> <li>• the Applicant agrees that it will not be able to develop the HyGreen parcel if that project is built, but given that the project has not yet received planning permission or confirmation of Government support through Hydrogen Allocation Round, there isn't certainty that it will be built. The Applicant sees no reason why, given that uncertainty, allowing for the possibility of constructing on that site should be removed, particularly if doing so could have benefits ultimately to the development of Teesworks. The Applicant and the HyGreen project company are in continuous liaison on the interactions between the projects, as is noted in their submission at Deadline 5 (REP5-071) and will be able to come to any necessary agreements to manage the impacts between the two projects;</li> <li>• for all the reasons stated above, it is definitively <u>not</u> the case that the Applicant can rely on the other parts of the Phase 2 Land as being able to be utilised even if compulsory acquisition powers were granted, notwithstanding if HyGreen comes forward or not; and</li> <li>• it is also noted that if the development of HyGreen does not take place, whilst Phase 2 <u>could</u> take place on that land, it is not necessarily the case that Phase 2 would use exactly the same land as proposed for HyGreen, further GI and the design of Phase 1 and NZT will need to be taken into account.</li> </ul> <p>Noting also the in-built protections in the DCO that CA powers can only be used for land actually required for the Proposed Development; that STG can require the Applicant's works to take account of the wider STG development landscape (see paragraph 5 of the Protective Provisions in the Applicant's Deadline 5 DCO), the Applicant considers that there is a compelling case for Phase 2 of the Proposed Development, and that this compelling case applies to all parts of the Phase 2 land that are needed to ensure that it is able to be delivered, and at the moment there is no 'reasonable alternative' to the Applicant's approach given the uncertainties discussed – there is no one location within the Phase 2 land that can be said to be a sufficient site at this stage in the development of the Proposed Development.</p>

**ANNEX 1: INDIVIDUAL INTERESTED PARTIES**

Party	Update
<p><b>Air Products (Air Products Public Limited Company (Plc); Air Products (BR) Limited (Ltd); Air Products Renewable Energy Ltd; and Air Products Chemicals Teesside Ltd)</b></p>	<p>Miss Georgina Hurley, on behalf of the Applicant, confirmed various rounds of negotiations had taken place between the parties. Most recently, the Applicant received Air Products' comments on the protective provisions on 17<sup>th</sup> December and the Applicant's legal and technical teams are reviewing these comments. On 7 January 2025 the Applicant had a discussion with Air Products' solicitors in relation to some of the proposed changes to the protective provisions. The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p><b>Post hearing note:</b> On 21 January 2025, the Applicant's solicitors had a meeting with Air Products' solicitors to discuss the protective provisions.</p>
<p><b>Anglo American</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant continued to work with Anglo American to address concerns and had received Anglo American's preferred version of protective provisions for inclusion within the dDCO. The Applicant has incorporated the aspects of Anglo American's public protective provisions that are agreed in Schedule 29 of the DCO.</p> <p>The Applicant is currently reviewing Anglo American's comments on the side agreement and draft protective provisions. The Applicant has sought information from Anglo American relating to their comments on the side agreement.</p> <p>The Applicant continues to have meaningful weekly meetings with Anglo American to discuss the land agreements, as well as technical meetings. Commercial considerations are mainly agreed and negotiations are commencing with the legal representatives on the long form agreements for the majority of the agreements required. The remainder are still at Heads of Terms stage but progressing positively alongside the technical discussions.</p> <p><i>Ms Juliet Clark, on behalf of Anglo American, responded to confirm discussions were progressing but that responses had not been given by the Applicant as to why the changes to the provisions were not made at Deadline 5 or the drafting of the side agreement.</i></p> <p>Mr Phillpot KC, on behalf of the Applicant, confirmed this was because the drafting of the protective provisions and the side agreement is to be informed by the technical meetings. There is a technical meeting scheduled for 23 January.</p> <p>Mr Phillpot KC responded further in relation to the ExA's query relating to Anglo American's concern that the lack of detailed design limited the assessment of interfaces of the two projects. Mr Phillpot KC confirmed the approach the Applicant is taking is not materially different to the approach taken in Net Zero Teesside and in addition, the provisions that are made on the face of this DCO are what the Applicant considers appropriate. If agreement is not reached, it is open to the interested party to suggest changes to the DCO and protective provisions. In this case, both sets of protective provisions promote constructability review, design review and the concepts of shared areas which tells the parties they need to work with one another, so the protective provisions create the process that allows for the overlaps to be resolved at the detailed design stage.</p> <p><b>Post hearing note:</b> The Applicant is progressing discussions on Land Agreements with Anglo American. A meeting to discuss Heads of Terms took place on Tuesday the 21<sup>st</sup> of January 2025, General interface meetings continue to be held on a weekly basis with technical discussions occurring alongside.</p>
<p><b>BOC Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with BOC Ltd in relation to the protective provisions. The Applicant does not require land agreements with BOC Ltd. The Applicant received information from BOC Ltd shortly before Deadline 3 and has incorporated that in the latest Book of Reference. The Applicant has also reviewed and amended the draft protective provisions and issued an updated version of this draft on 13 January with a view to reaching a side agreement between the parties.</p> <p><i>Ms Emily Tetley-Jones, on behalf of BOC Ltd, confirmed BOC Ltd's position remained as described in the Relevant Representations (mainly relating to the Tees crossing) and BOC Ltd do not have any objections to the application in principle, provided appropriate protective provisions are agreed by way of a compromise agreement.</i></p>

Party	Update
	<p>Mr Phillpot KC responded to confirm the reason for delay of the most recent travelling draft received by the Applicant on 6 December 2024, was that the document contained a significant number of amendments compared to the previous draft and required in-depth line by line review by the Applicant and their legal and technical teams over the Christmas period. The text provided by BOC Ltd was not compliant with the relevant statutory instrument standards and required extensive manual redrafting. The fully drafted side agreement has been issued to BOC Ltd and incorporates a full suite of protective provisions as an appendix prepared in line with BOC's stated position.</p> <p><b>Post-hearing note:</b> BOC Ltd's solicitors returned a marked up version of the travelling draft side agreement and one draft appendix thereto on 20 January 2025, with a further revised version provided on 21 January 2025. The Applicant is currently considering these documents with its legal and technical teams and aims to revert in early course noting that the versions provided to it contain further substantive amendments compared to the previous versions provided by BOC Ltd which will require detailed review. The latest versions prepared by BOC Ltd's solicitors are also not compliant with the relevant statutory instrument standards and will therefore require further redrafting.</p>
<p><b>CATS North Sea Ltd/ Kellas Midstream Ltd</b></p>	<p>Miss Georgina Hurley confirmed that a recurring weekly interface meeting between their technical leads. The most recent scheduled interface meeting was on 8 January 2025. Parties continue to discuss the potential interaction between the Proposed Development and CATS' infrastructure.</p> <p>Discussions as to the form of suitable protective provisions are also on-going in parallel, and CATS North Sea Limited has confirmed that, having considered technical interactions between the Proposed Development and CATS infrastructure, from a technical perspective there is no reason why a similar approach to the protective provisions contained within the Net Zero Teesside DCO would not be appropriate. This is reflected in the protective provisions that were submitted at Deadline 5.</p> <p>Post hearing note: Regular weekly meetings are continuing to be held and substantive progress is being made. The next weekly meeting is scheduled to be held on 22 January 2025.</p>
<p><b>CF Fertilisers UK Ltd</b></p>	<p>Miss Georgina Hurley the parties have discussed the Applicant's proposed protective provisions on various occasions, most recently on 21 December 2024. On 10 January 2025, CF Fertilisers UK Ltd informed the Applicant that it will provide a list of principles that CF Fertilisers considers the protective provisions should address and the Applicant will then review .</p> <p>The Applicant's appointed agent, Dalcour Maclaren, and CF Fertilisers UK Ltd will continue to have discussions on the Heads of Terms and the parties are hopeful that the necessary land rights can be secured via voluntary agreement.</p> <p><i>Mr Peter Nesbit, on behalf of CF Fertilisers UK Ltd, confirmed the position as stated, explaining that the technical meetings had assisted in moving forward.</i></p> <p><b>Post Hearing Note:</b> A further discussion took place between the parties on 22 January 2025 and it is understood that CF Fertilisers will provide the list of principles mentioned above in due course.</p>
<p><b>Industrial Chemicals Ltd</b></p>	<p>Miss Georgina Hurley explained that on 26<sup>th</sup> November, the Applicant attended a meeting with Industrial Chemicals to better understand the impacts of the Proposed Development and the appropriate protective provisions. Since that meeting, the parties have discussed the protections that are needed in principle, most recently on 10 January by email. Once the parties reach agreement on the principles of the protective provisions, the Applicant will draft the protective provisions. The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p><i>ExA noted Industrial Chemical Ltd's concern about the language in relation to Huntsman Drive, specifically the use of 'preventing access'.</i></p> <p>Mr Elnur Ibrahimzade confirmed that the Applicant had been in engagement with Industrial Chemicals Ltd and understood the concern related to the use of standard terminology around potential extinguishment of rights and it has been agreed between the parties that this can be resolved through appropriate protective provisions.</p> <p><i>ExA queried whether any other parties used Huntsman Drive, that would therefore also require the same protective provisions.</i></p>

Party	Update
	<p>Mr Elnur Ibrahimzade explained the geographical location of Huntsman Drive and confirmed that several other parties used that road to access their operational facilities. Greenergy had also recently raised concerns regarding use of this road and the Applicant was also in discussion with it regarding appropriate protective provisions.</p> <p>Please see response to Action Point CAH2-AP11 above, which would equally apply to users of Huntsman Drive.</p> <p><b>Post Hearing Note:</b> On 15 January, the Applicant received confirmation from Industrial Chemicals that the principles of the protective provisions are agreed. The Applicant is currently drafting the protective provisions and will issue to Industrial Chemicals shortly.</p>
H2NorthEast Ltd	<p>Miss Georgina Hurley confirmed that there had been direct discussions in order to clarify the scope of H2NorthEast's practical concerns. It confirmed its principal area of focus – given the very early stage of development of the H2NE project – is to put in place a high level framework to secure regular engagement meetings between the Applicant's and H2NE's technical teams, together with the sharing of appropriate information on finalised pipeline routeing as the detailed design of the Proposed Development progresses following the grant of the DCO.</p> <p><b>Post-hearing note:</b> The Applicant's and H2NorthEast Ltd's respective solicitors have exchanged further correspondence following the hearing and have agreed next steps with a view to transposing the agreed engagement framework into a suitable inter parties agreement.</p>
INEOS Nitriles (UK) Ltd	<p>Miss Georgina Hurley confirmed that discussions were at an advanced stage with legal agreements being progressed shortly. Discussions are also continuing in relation to the protective provisions, with the most recent meeting taking place on 18 December 2024. The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p><i>Mr Peter Nesbit, on behalf of INEOS Nitriles (UK) Ltd, confirmed the side agreement was at an advanced stage and the protective provisions were awaiting review by INEOS Nitriles' team.</i></p> <p><b>Post hearing note:</b> On 15 January 2025 the Applicant attended a meeting with INEOS Nitriles (UK) Limited to discuss the protective provisions and legal agreements. The Heads of Terms continue to be at an advanced stage. The Applicant is awaiting comments back regarding the Side Agreement and understands that an updated version of the protective provisions will shortly be shared with the Applicant's legal advisors for review.</p>
Lighthouse Green Fuels Ltd	<p>Miss Georgina Hurley confirmed that the Applicant was currently in negotiations to discuss the protective provisions and is currently in the process of drafting a set of protective provisions that will address the concerns raised by Lighthouse Green Fuels Ltd.</p> <p>The Applicant anticipates the parties will be able to agree protective provisions both for LGF's existing and future infrastructure before the end of examination. <i>Ms Sophie Reese, on behalf of Lighthouse Green Fuels Ltd, confirmed protective provisions had been submitted at Deadline 5A, but discussions are taking place to discuss these. Ms Reese raised Lighthouse Green Fuels Ltd's objection to the compulsory acquisition of plot 9/41 and the error made in their response to 2.6.4 of Second Written Questions.</i></p> <p><b>Post hearing note:</b> The Applicant is agreeable to including protective provisions for the benefit of Lighthouse Green Fuels and will include them in the dDCO at Deadline 7. On 16 January 2025, the Applicant provided further information to Lighthouse Green Fuels to explain the need for the compulsory acquisition of plot 9/16 as well as 9/41. On 21 January 2025, the Applicant's solicitors had a meeting with Lighthouse Green Fuels' solicitors to discuss the protective provisions and side agreement.</p>
National Grid Electricity Transmission Plc	<p>Mr Phillpot KC, confirmed that National Grid Electricity Transmission Plc (NGET) is a statutory undertaker. In relation to the draft protective provisions, the Applicant and their appointed agent have continued to engage with NGET by way of emails and online meetings. The Applicant's legal representatives issued an updated version of the protective provisions to NGET on 14 November 2024 for review and comment. The Applicant's legal representatives have requested updates, most recently on 16 December 2024. The parties continue to negotiate these terms, and the Applicant expects to reach agreement before the end of the examination period.</p>

Party	Update
	<p>So far as the NGET expansion plans are concerned, Mr Phillpot KC confirmed that this was not a point that had been raised in the pre-application stage. Once the point had been raised, the Applicant sought NGET's consent to carry out intrusive and non-intrusive surveys to assess the position and options for dealing with it. In addition, the engineering plans requested came at Deadline 5 (18 December 2024). Access was granted as of last week and the parties have engaged in order to seek to find an acceptable way of dealing with this issue and a technical meeting took place on 7 January 2025. The parties were working constructively to find a mutually acceptable way of dealing with the concerns that NGET has raised. The Applicant is optimistic that a solution has been identified. Mr Phillpot KC, explained that the solution, if accepted, would involve a non-material change to the application in order to put it into effect. The change would not impact the Order Limits but would involve moving the AGI currently in NGET's land to the north, in order to create a combined AGI on the land shown pink on the land plans and so would involve a change to the land plans and the works plans. There would be no changes to the environmental impact or HRA. However, Mr Phillpot KC explained that if such change were to be introduced during the examination, it would need to be done so rapidly, as there would need to be opportunity for parties to comment on the change and for the ExA to examine the impacts of such a change.</p> <p><i>Ms Daisy Noble, on behalf of National Grid Electricity Transmission Plc, explained NGET's expansion plans and timings surrounding this. Ms Noble continued to detail NGET's fundamental issue was the use of compulsory acquisition powers and the construction of the Proposed Development that would render it impossible for NGET to deliver the expanded substation on their land. Ms Noble confirmed that the proposed solution described by the Applicant would go a considerable way to resolving the physical incompatibility between the proposals. The Regional Connections Manager confirmed discussions were underway between the parties and they hoped to reach agreement by the end of January.</i></p> <p>Mr Elnur Ibrahimzade provided a high-level overview of the compromise solution, confirming that it would involve moving the AGI to the north, which will require doubling up the pipeline, so instead of one pipe on NGET land, the Applicant would need to have two pipes to enable the incoming hydrogen pipeline to reach the new AGI location and then run the outgoing hydrogen pipeline back through the NGET land to continue to Billingham. The Applicant is in the process of developing an initial plan, and details of the easement required. The Applicant is using ground condition data available from previous projects based on desktop analysis to understand and finalise the widths of the easement.</p> <p><b>Post Hearing Note:</b> There then followed discussion at the Hearing of next steps. These are reflected in the Change Notification submitted by the Applicant on 17 January (dealing with <b>Action Point CAH2-AP4</b>), which provides further information on the likely nature of the potential change and why two pipelines are necessary in this location, if an AGI is not utilised.</p> <p>Discussions between the parties still continue following the Hearing. NGET and the Applicant attended a meeting on 16 January 2025 to discuss the Change Request outlined above and have a further meeting scheduled for 22 January 2025.</p> <p>The Applicant also provided an updated travelling draft of the side agreement on 15 January 2025 and NGET returned comments and further proposed drafting on 21 January 2025 which the Applicant's legal representatives are currently reviewing.</p> <p>In respect of <b>Action Point CAH2-AP5</b>, which deals with what the consequences would be for the Cowpen Bewley hydrogen distribution network arm if a solution is not found within the Order limits to the Proposed Development's interaction with the Saltholme Substation, the Applicant's position is set out below:</p> <p>The Applicant is confident a solution to the overlap with NGET's assets can be found such that there would be no impediment to the delivery of the Cowpen Bewley arm of the Hydrogen Distribution Network.</p> <p>This will be either through a solution such as that set out above and in the Change Notification, or if the Change Request is not made at Deadline 7, through other solutions that the Applicant will set out in Examination submissions. The Applicant is confident that a solution, taken alongside the early design phase that NGET are in, will be able to be put forward, to enable the ExA and Secretary of State to find that no serious detriment to NGET's statutory undertaking is caused.</p> <p>However, the Applicant acknowledges that if the ExA and Secretary of State do not agree with the Applicant's submissions and do not grant powers in some form over land that is currently in the Order limits in and around the Saltholme Substation, then based on the Land Plans as they currently stand, the Applicant would not be able to run a pipeline to the</p>

Party	Update
	<p>Cowpen Bewley AGI. The Applicant acknowledges that the ExA would have no certainty of that being delivered and would need to take that into account in considering the compulsory acquisition case (and open space impacts of that arm).</p> <p>The Applicant notes that any decision on such matters would only affect the Cowpen Bewley arm and would not materially affect the compelling case in the public interest for compulsory acquisition powers over the rest of the Order land. As discussed in previous Examination submissions, in that situation, the Applicant would have an alternative, although not preferred, option to use the Billingham option for connection/blending to Project Union/regional hydrogen distribution network, and the Applicant does not rely solely on the Cowpen Bewley arm to make its case for the benefits of the Proposed Development – the remaining Hydrogen Distribution Network would still act as a catalyst to the decarbonisation of Teesside (and beyond where low carbon hydrogen is introduced to a grid/distribution network).</p> <p>Subject to progress on discussions with NGET, and the ExA's consideration of the no serious detriment solution, the Applicant confirms that it will, if necessary, make without prejudice submissions on the impacts to the drafting of the DCO (and its associated documents) of a no Cowpen Bewley arm scenario.</p>
<p><b>National Gas Transmission Plc</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant was currently in negotiations with National Gas Transmission Plc (NGT). Most recently, NGT provided comments and amendments to the protective provisions. The Applicant's legal representatives are finalising their review of the most recent version of the document. The Applicant expects to reach an agreement on the protective provisions before the end of examination.</p> <p><i>Ms Caroline Daly, on behalf of National Gas Transmission Plc, expressed NGT's concerns surrounding compulsory acquisition rights and the indemnity cap. In particular, a specific paragraph had been missing from the Deadline 5 submission. ExA referred to the Applicant to respond</i></p> <p>Mr Elnur Ibrahimzade confirmed that in terms of the engagement, a meeting had been requested to resolve the indemnity and compulsory acquisition points. Mr Phillpot KC added that as a matter of principle there was no reason why there can't be compulsory acquisition powers over statutory undertaker's land recognising the important points that need to be protected in the case of a statutory undertaker. That applies to other statutory undertakers where the Applicant must have control and responsibility over their apparatus, and that is the role of protective provisions. It is not necessary to disapply compulsory acquisition powers provided the other protections are adequate to ensure that the effect of those powers is suitably controlled.</p> <p><b>Post Hearing Note:</b> NGT provided an updated travelling draft of the side agreement on 17 January 2025 which the Applicant's legal representatives are currently reviewing in addition to finalising comments on the protective provisions. The parties have agreed to hold a meeting to discuss outstanding issues in the side agreement and protective provisions which the Applicant is arranging.</p>
<p><b>Natara Global Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant was currently engaged in negotiations with Natara Global Ltd, with the most recent meeting held on 8 January 2025. The Applicant received Natara Global Ltd's preferred template documents on 20 December 2024. Next steps have been agreed in order to progress a proposed agreement between the parties to address these and the Applicant anticipates that an agreement will be reached by the end of examination.</p> <p><b>Post-hearing note:</b> A further meeting was held between the Applicant's and Natara's respective solicitors on 17 January 2025 in order to review the proposed documents framework. The Applicant awaits further information from Natara's solicitors which is required in order for the proposed agreements to be progressed.</p>
<p><b>Navigator Terminals Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the parties have fortnightly meetings, most recently on 8 January 2025 to discuss the land agreements and protective provisions. On 9 January the Applicant received comments from Navigator Terminals in relation to the draft protective provisions. The Applicant is currently reviewing these comments and will revert shortly.</p> <p>The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p>Land agreements have been progressed and Heads of Terms for the Pipeline Network, Compounds and ancillary equipment are in advanced stages, legal agreements will be progressed in due course. Heads of Terms for the Tunnel and Tunnel head are being progressed separately.</p>

Party	Update
<b>Network Rail Infrastructure Limited</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with Network Rail and is confirming a number of technical points raised by Network Rail and will seek to move forward with agreeing terms for the required crossings. On 20<sup>th</sup> December 2024, the Applicant received Network Rail's commercial position for 2 of the crossings required. The Applicant is currently reviewing these figures against the comparable evidence before formally responding. The Applicant has included protective provisions for the benefit of Network Rail in the draft DCO at Schedule 21.</p> <p><b>Post hearing note:</b> The Applicant has considered Network Rail's preferred Protective Provisions submitted at Deadline 4 [REP4-030] and to the extent that these are agreed, they have been incorporated into Schedule 21 of the draft DCO submitted at Deadline 6A. The Applicant looks forward to further discussing the Protective Provisions with Network Rail and is in the process of arranging a meeting to discuss Heads of Terms.</p>
<b>Northern Gas Networks Limited</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with Northern Gas Networks Limited (NGN) to progress the land agreements. The Applicant has recently reviewed comments received back from NGN on the Heads of Terms. The parties will continue to engage and the Applicant is confident that a voluntary agreement will be reached between the parties.</p> <p><b>Post hearing note:</b> On 16 January 2025, the Applicant provided comments to NGN's solicitors on NGN's preferred form of Protective Provisions. The Applicant looks forward to receiving NGN's response to further progress the Protective Provisions.</p>
<b>Northern Powergrid Plc</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to correspond with Northern Powergrid Plc. On 3 January 2025, the Applicant received Northern Powergrid's comments on the protective provisions. The Applicant is currently reviewing these comments. The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p><b>Post Hearing Note:</b> The Applicant continues to engage with Northern Power Grid and a meeting was held on the 9<sup>th</sup> January to progress negotiations for a voluntary land agreements.</p>
<b>Northumbrian Water Ltd</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with Northumbrian Water Ltd (NWL) regarding the interface between NWL's assets and the Proposed Development, the most recent meeting took place on the 11<sup>th</sup> December 2024. NWL have requested that any negotiations over land are directed towards their Landlord, Anglo American. NWL has issued its preferred form of protective provisions to the Applicant's legal representatives for review on 28 November 2024. The Applicant's legal representatives are currently reviewing this draft and will issue comments. The Applicant expects to reach agreement before the end of the examination period.</p> <p><b>Post hearing note:</b> A meeting with NWL was held on the 17 January 2025 and discussions regarding access are ongoing. A site visit has been proposed and will be scheduled in due course.</p>
<b>NSMP Entities (Northern Gas Processing Ltd/ Teesside Gas Processing Plant Ltd/ Teesside Gas and Liquids Processing)</b>	<p>Miss Georgina Hurley confirmed that the Applicant continues to engage with NSMP and has agreed the basis for formalising land agreements. Further meetings to progress the land agreements are to be scheduled in January and the Applicant is hopeful that a voluntary agreement can be secured.</p> <p>Protective provisions adapted from those incorporated in NSMP's entities in the Net Zero Teesside DCO have been included in the Deadline 5 submissions, agreement is subject to the resolution of a small number of ancillary matters.</p> <p><b>Post-hearing note:</b> Following further review by the Applicant and its legal team after the hearings, the majority of the outstanding ancillary matters have now been resolved. The Applicant's solicitors are in the course of preparing a draft side agreement for review by the NSMP Entities and anticipate that this will be completed prior to the close of examination.</p>

Party	Update
<p><b>PD Teesport Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant had held regular meetings with PD Teesport to progress discussions regarding land matters. The parties have agreed to proceed to the long form legal agreements with a view of securing finalised agreements by the end of examination. The parties continue to negotiate the protective provisions and issued an updated version to PD Teesport Ltd on 19 November. The Applicant expects to reach agreement before the end of the examination period.</p> <p><i>Mr Peter Nesbit, on behalf of PD Teesport Ltd, confirmed the position as stated and mentioned the reasoning for delay, including the concern of construction techniques relating to the Northern Gateway and need for technical meetings to take place. In addition, PD Teesport awaited a response to the Deadline 5 submission concerning crown land.</i></p> <p><b>Post Hearing Note (and in response to Action Point CAH2-AP7):</b></p> <p>The Book of Reference has been updated at Deadline 6A to add PD Teesport's interests to the Crown land referred to in their Deadline 5 submissions.</p> <p><b>Post hearing note:</b> PD Teesport sent a copy of the draft protective provisions that were submitted to the ExA in accordance with Deadline 5 to the Applicant for review on 17 January 2025. The Applicant's legal team is currently reviewing these protective provisions and will revert in due course. The parties legal advisors are also liaising regularly to obtain information required to agree additional drafting for inclusion in the protective provisions. Regular weekly team meetings are continuing to be held and substantive progress is being made. The next weekly meeting is to be held on 22 January 2025 to discuss commercial terms.</p>
<p><b>Mrs S. Peel</b></p>	<p>Miss Georgina Hurley confirmed continued engagement with Mrs Peel in relation to the voluntary land agreements. The parties had agreed Heads of Terms and the Applicant was in the process of drafting long form legal agreements.</p>
<p><b>Redcar Bulk Terminal Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to negotiate with Redcar Bulk Terminal Ltd. The Applicant had returned an updated version of the protective provisions on 10 January and the parties will continue to negotiate these terms.</p> <p><i>Mr Tom Barton, on behalf of Redcar Bulk Terminal Ltd, expressed concern that the draft DCO would put continued operation of Redcar Bulk Terminal and its tenants at risk.</i></p> <p>Mr Elnur Ibrahimzade confirmed the updated protective provisions had been prepared following engagement with the Redcar Bulk Terminal technical and commercial teams in relation to the interaction between the Proposed Development and Redcar Bulk Terminal's operations. The provisions were largely based on those from the Net Zero Teesside site scheme, which had/ has similar interaction with the Redcar Bulk Terminal operations.</p> <p><b>Post Hearing Note:</b> The Applicant is seeking to confirm the position on three outstanding points in the version of the side agreement and protective provisions issued on 10 January 2025 and will provide that information to Redcar Bulk Terminal Ltd shortly.</p>
<p><b>Redcar and Cleveland Borough Council</b></p>	<p>Miss Georgina Hurley confirmed that Redcar and Cleveland Borough Council are the owner of a small plot of land within the Order limits, being the highway land associated with the A1085. The parties do not need to enter in any agreements in respect of this land.</p>
<p><b>SABIC UK Petrochemicals Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant and SABIC UK Petrochemicals Ltd (SABIC) have established weekly meetings to progress land agreements. A number of technical points are under discussion between the parties to establish mutually agreeable solutions and meetings are ongoing. A revised set of Heads of Terms are drafted and will be issued to SABIC imminently.</p> <p>A further meeting between SABIC and the Applicant was held on 6 January 2025 to discuss protective provisions, and the Applicant has received SABIC's comments. The Applicant is currently considering these changes.</p> <p><i>Mr Stephen Dagg, on behalf of SABIC, confirmed the position as above, but reiterated SABIC's concern regarding lack of protective provisions around compulsory acquisition.</i></p>



Party	Update
	<p><b>Post-hearing note:</b> A further meeting was held between the Applicant, SABIC and their respective legal and technical advisors on 20 January 2025 which has enabled the majority of the outstanding points of difference between the parties on the detailed form of the protective provisions to be resolved. The Applicant's solicitors are in the course of preparing an updated version of the travelling draft together with a suitable form of side agreement to secure the same. The Applicant has also issued a set of Heads of Terms to SABIC on the 21 January 2025.</p>
<p><b>Sembcorp Utilities (UK) Ltd</b></p>	<p>Miss Georgina Hurley confirmed that the Applicant continued to engage in regular meetings in relation to the land agreements, technical matters and protective provisions. The Applicant issued protective provisions most recently on 18 December and is awaiting comments from Sembcorp Utilities Ltd.</p> <p><b>Post hearing note:</b> The Applicant has continued to negotiate with Sembcorp Utilities UK. The regular weekly meetings continue to facilitate progression. Heads of Terms have been re-issued following comments from Sembcorp, and an updated survey access licence has also been issued to Sembcorp for review. The Applicant awaits further comments on the Protective Provisions following recent discussions between the parties regarding the principles for proposed amendments to these.</p>
<p><b>South Tees Group</b></p>	<p>Mr Phillpot KC confirmed there were weekly meetings with South Tees Group (STG) to discuss the impacts of the Proposed Development, land agreements and protective provisions. The Applicant aimed to submit a revised Statement of Common Ground at Deadline 6A.</p> <p><b>Phase 1 Voluntary Agreement</b></p> <p>In terms of Phase 1 land, Mr Phillpot KC confirmed that the Applicant and STG are at the final stages of negotiating an Option Agreement for the Phase 1 land. The parties are proactively working together to explore solutions to alleviate the concerns raised by the STG in relation to the Phase 2 land.</p> <p><b>Protective Provisions</b></p> <p>The Applicant received STG's preferred version of protective provisions on 13<sup>th</sup> December. With the time available before Deadline 5, the Applicant was not able to review and incorporate STG's preferred protective provisions into the draft DCO (REP5-006) at Deadline 5. Since Deadline 5, the Applicant has reviewed STG's preferred protective provisions and on 8 January 2025, the Applicant provided its comments to STG. The Applicant expects to include updated protective provisions in the draft DCO submitted at Deadline 6A, which will be a modification of the version STG provided. The Applicant anticipates the parties will be able to agree protective provisions before the end of examination.</p> <p>In addition, Mr Phillpot KC discussed an intended change and a potential change. In relation to the intended change, and as referred to at the previous compulsory acquisition hearing and STG's summary of submissions at Deadline 4 (REP4-056), an issue was raised in respect of a forthcoming development from NAT Power, a battery storage project and STG identified that there were some areas of overlap with the red line boundary from the NAT Power site. STG had requested amendments be made to the red line boundary and Order limits. This has been discussed between the parties and the Applicant intends to make some small amendments to the Order limits in this area in order to avoid the overlap. This will consist of small excisions from the Order limits, they are non-material changes and do not involve any changes in the development or affect any additional land.</p> <p>In relation to the larger potential change, Mr Phillpot KC confirmed that this was in relation to the Phase 2 land. He reminded ExA of STG's position that Phase 2 ought to be dropped, and explained that the Applicant had been working constructively to see if there was a way of reducing the Order limits so as to accommodate the development STG wishes to facilitate whilst still allowing Phase 2 to be delivered. The Applicant understands there is a realistic chance of a mutually acceptable solution being achieved soon. If this is the case, this would also involve a non-material change to the application to address STG's concern. It would involve a reduction in the Order limits and some consequential changes to the Land Plans and Works Plans. There would be no consequences in terms of EIA or HRA, both of which have been undertaken on a worst case basis. It would not involve any additional land and no other Interested Party would be affected by such change. If the change is to be made, this would fall to be considered alongside other points discussed in relation to NGET and NAT Power.</p>

Party	Update
	<p><b>Post Hearing Note:</b> Please see Change Notification submitted on 17 January for more details on these changes. On 17 January 2025 the Applicant received South Tees Group's comments on the Applicant's protective provisions. The Applicant is currently reviewing these comments and has arranged a meeting with South Tees Group on 27 January to further discuss. In addition, a meeting was held with STG's technical team on 21 January to further discuss practicalities of the potential change concerning Phase 2 land.</p>
<b>Stockton-on-Tees Borough Council</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to negotiate with Stockton on Tees Borough Council in relation to the open space replacement land and the land agreements. The Applicant had responded to comments from the Council and issued a revised Heads of Terms on 10 January.</p> <p><b>Post Hearing note:</b> Since the Applicant responded to comments on the Heads of Terms on the 10 January 2025, the Applicant has continued to engage with STBC and is in the process of arranging a meeting with STBC and its representatives to progress a voluntary agreement in respect of the open space replacement land.</p>
<b>Suez Recycling and Recovery UK Limited</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with Suez Recycling and Recovery UK Limited in relation to the land agreements and the protective provisions. A meeting had been arranged for 16 January to discuss further.</p> <p><b>Post Hearing Note:</b> The Applicant attended a meeting with Suez Recycling and Recovery UK Limited's solicitor on 16 January 2025. The Applicant awaits comments from Suez Recycling and Recovery UK Limited in relation to the protective provisions.</p>
<b>Venator Materials Ltd</b>	<p>Miss Georgina Hurley confirmed that the Applicant had continued to engage with Venator Materials Ltd in relation to the voluntary land agreements. In November 2024, Venator agreed the Heads of Terms and the Applicant had since issued legal agreements to Venator who have provided comments on the protective provisions.</p> <p><b>Post Hearing Note:</b> On 17 January 2025 Venator's solicitors issued updated comments on the protective provisions, Venator's Solicitors additionally sent back comments on the legal agreements. The Applicant's legal and technical teams are currently reviewing these comments.</p>