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25 October 2012

Dear Sirs

ABLE MARINE ENERGY PARK – REQUESTED AMENDMENTS TO THE DRAFT DEVELOPMENT CONSENT ORDER (DCO) AND DEEMED MARINE LICENCE (DML)

CENTRICA PLC (UNIQUE REFERENCE NUMBER: 10015551) – KILLINGHOLME POWER STATION AND ASSOCIATED INFRASTRUCTURE, CHASE HILL ROAD, NORTH KILLINGHOLME AND CENTRICA STORAGE LIMITED, STATION ROAD, NORTH KILLINGHOLME

We refer to the amended Draft DCO for the proposed Able Marine Energy Park (AMEP) submitted to the National Infrastructure Directorate of the Planning Inspectorate by Able UK Ltd (“Able”) on 9 October 2012. As currently drafted, Centrica considers that the draft DCO does not go far enough to ensure that there would not be negative impacts on the operation of the Killingholme Power Station, its associated infrastructure, and the Centrica Storage Limited (“CSL”) site on Station Road. As such, please find detailed below requested amendments to the draft DCO and DML, which it is felt would ensure that the DCO and DML protects Centrica’s interests at North Killingholme.

Centrica’s Requested Amendments to the Draft DCO and DML

Part 1 – Preliminary

Article 2 – Interpretation

As currently drafted, the Draft DCO does not provide an accurate definition of “Centrica”; however Centrica is referred to throughout the document. The only a definition of “Centrica” provided within the draft DCO is found at Schedule 11, which defines “Centrica” for the purposes of a protective provision as meaning Centrica Plc. This definition is incorrect. Centrica Plc does not have any land interests or rights at North Killingholme, but subsidiary and group companies of Centrica Plc do. In order to ensure that the interests of the Centrica Plc and all its subsidiaries and group companies are protected, it is considered that a correct definition of “Centrica” needs to be set out in the DCO.

Given that “Centrica” is referred to throughout the document, and not just within Schedule 11, it is considered that an appropriate place for a definition of “Centrica” should be included within Article 2 of Part 1 of the DCO. This article provides details of how various terms referred to in the DCO

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should be interpreted, and includes definitions of a number of companies referred to in the DCO, including AB Ports and Network Rail. It is therefore requested that a definition of Centrica should be included within Article 2(1) of Part 1 of the DCO and the following wording is suggested:

“2.-(1) In this Order –

“Centrica” means Centrica Plc and all of its subsidiaries, and Group companies, transferees, assignees, etc, including but not limited to Centrica KPS Ltd, Centrica Storage Limited and Centrica Energy;”

The above definition would provide clarity on how the term “Centrica” should be interpreted through the DCO and DML.

Schedule 8 – Deemed Marine Licence

Article 13 of Part 4

In the previous draft of the DML, Article 13 required that none of the licensed activities, including dredging activities, did not take place until a Marine Environmental Management and Mitigation Plan has been agreed in writing with the Marine Management Organisation (MMO) following consultation with Centrica and other parties on dredging issues.

Article 13 has now been redrafted however and no longer requires the Marine Environmental Management and Mitigation Plan to be agreed within the MMO, following consultation with Centrica, ***prior to any licensed activities commencing.***

Centrica strongly objects to this change. As stated in previous written submissions, the cooling water outfall is a vital part of the power station’s infrastructure, and it is imperative this infrastructure is not damaged or its performance reduced as a result of the proposed AMEP. It is therefore important that Centrica is consulted prior to any dredging activities taking place in the vicinity of its cooling water outfall to ensure that dredging activities will not harm, or have a negative impact on the operation of, the cooling water outfall. Centrica therefore requests that Article 13 of Part 4 of the DML attached to Schedule 8 of the DCO is amended to clarify that no licensed activity is permitted to take place until a Marine Environmental Management and Mitigation Plan has been agreed in writing with the Marine Management Organisation (MMO) following consultation with Centrica.

In addition, it is not considered that simply requiring consultation with Centrica and other interested parties is sufficient to ensure that licensed activities do not harm the interests of interested parties, as these consultation responses could simply be disregarded. It is therefore requested that further amendments are made to Article 13 to require that any consultation responses received are given due regard to, and an independent arbitrator appointed to settle any disputes.

In light of the above, it is requested that the following change is made to Article 13 of the DML:

“13. (1) ~~The~~ No licensed activities shall be carried out **until a** ~~in accordance with the marine environmental management and mitigation plan~~ **has been produced and agreed with the MMO in accordance with** ~~under~~ paragraph 16 of Schedule 11.

(2) The licence holder shall consult C.RO Ports (Killingholme) Ltd, E.ON UK plc and Centrica on the contents of the marine environmental management and mitigation plan in relation to those elements of the maintenance dredging licensed under paragraph 10 that may affect those parties’ interests **prior to the licensed activities commencing.**



(3) The licence holder will have due regard to any consultation response from C.RO Ports (Killingholme) Ltd, E.ON UK plc and Centrica and an independent arbitrator will be appointed to settle any elements of dispute.”

Schedule 9, Part 10 – Protective Provision for the Protection Centrica PLC

Centrica supports the inclusion of a protected provision to protect its interests; however, it is considered that as currently drafted, the Protective Provision for Centrica does not offer sufficient protection for all of Centrica's activities at Killingholme. It is therefore requested that the amendments identified below are made to the protective provision for Centrica at Part 10 of Schedule 9 of the DCO.

Definition of Centrica

The title of the Protective Provision refers to Centrica Plc, and Article 78 defines Centrica for the purposes of Part 10 as “Centrica Plc”. As stated above, Centrica Plc does not have any land interests or rights at North Killingholme, but subsidiary and group companies of Centrica Plc do. The definition of Centrica at Article 78 should therefore be updated, as detailed above for Article 2 of Part 1 of the DCO. The definition of the “the pipelines” should remain as currently drafted however.

Article 79

Able proposes to compulsorily acquire and extinguish all rights and easements across the following plots of land listed in the Book of Reference and indicated on the Land Plans over which Centrica has infrastructure and certain rights associated with the cooling water pipeline and associated infrastructure for the power station or the condensate pipeline:

- Plots 05017, 05018, 05022, 05023, 05029 and 05030 (The cooling water pipeline runs through these plots and Centrica has existing rights over this land to lay, maintain, repair and replace this infrastructure);
- Plots 04023, 04030, 04032; 05004, 05005, 05007, 05012, 05013, 05021, 05024, 0503 and 05032 (Centrica currently benefits from a right to access the power station's pumping station (which is located outside of the Order land) across parts of these plots); and
- Plot 05005 (The condensate pipeline runs through this plot of land and Centrica has an existing right to lay, maintain, repair and replace the condensate pipeline over part of this plot).

Able applied on the 10 October 2012 to the Secretaries of State for Energy and Climate Change, Transport and Environment and Food and Rural Affairs for certification under Section 127 of the Planning Act 2008, to compulsorily acquire these plots.

As stated in a separate written submission, Centrica objects to the compulsory acquisition of this land and the extinguishment of its existing rights, as the rights Centrica currently benefit from are essential to ensure that it can continue its undertakings. It is also considered that it is not necessary for these rights to be extinguished.

Notwithstanding the above, Centrica is currently in discussions with Able to agree an easement over the pipeline route which will secure the above rights (a similar agreement has recently been made between Able and E.ON in respect of E.ON's cooling water infrastructure and associated rights). As such, Article 79 of Part 10 has been inserted by Able with a view to ensuring that a new right to keep, inspect, renew and maintain Centrica's infrastructure is agreed with Centrica prior to any existing rights being extinguished. Centrica welcomes the inclusion of Article 79, but considers that as currently drafted it does not provide sufficient security to ensure that it will benefit from a right / easement which is “fit for purpose” prior to its existing rights being extinguished.



In particular, the wording of Article 79 states that any new right should be “*reasonably convenient for Centrica*”. Centrica does not consider that this is sufficient. In order to ensure that Centrica’s undertakings can continue to their full extent and are not curtailed or negatively impacted by the proposed development and the compulsory acquisition of the Order land, any new right or easement granted must be fit for purpose in that its location and width are sufficient to ensure that Centrica can inspect and carry out work on its infrastructure, whilst still meeting health and safety requirements. Centrica therefore considers that Article 79 should provide sufficient security for Centrica that any right or easement to be granted will meet these requirements. Centrica does not want to be in the situation where its current rights are extinguished and Able refuses to grant new rights / easements which are sufficient to ensure that its undertakings can continue unaffected. Centrica therefore considers that the wording of Article 79 should be drafted to ensure that any agreement to be made between Able and Centrica following the grant of the DCO would be sufficient to meet Centrica’s requirements.

Centrica has recently commissioned Capita Symonds to undertake a study to identify the necessary right / easement width to meet these requirements. This study identified that a width of no less than 31.7 m would be required (a copy of this study is enclosed for your information). Centrica requests that Article 79 is amended to ensure that Able can only extinguish its existing rights across the Order land after it has agreed with Centrica new rights / easements which are sufficient to ensure that Centrica’s undertakings are not affected and which provide sufficient rights of access to its infrastructure. Centrica therefore requests that Article 79 specifically outlines Centrica’s requirements for new rights / easements. This will provide the security to Centrica that any future rights / easements granted by Able are sufficiently fit for purpose.

The following amendments to Article 79 are therefore requested:

*“79.(1) Before extinguishing any existing rights for Centrica to keep, inspect and maintain its infrastructure on, over or in the order land, the undertaker shall, with the agreement of Centrica, create a new right to keep, inspect, renew and maintain the infrastructure in the same location that **meets the requirements of is** ~~reasonably convenient~~ for Centrica, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 58.*

(2) These rights shall include:

**(i) The right to keep, inspect and maintain its Cooling Water Pipeline.
Such right to be no less than 31.7 metres in width;**

**(ii) The right to keep, inspect and maintain is Condensate Pipeline;
and**

**(iii) The right to unrestricted access across the Order land to its
pumping station.”**

Article 80

Article 80 contains provisions that seek to protect Centrica’s pipelines crossing the Order land. It requires the agreement of a Construction Method Statement with Centrica prior to the authorised development commencing. This Construction Method Statement will seek to agree the location of reinforced crossing points over the pipelines and a prior notification and consent regime which would require the undertaker to seek the approval of Centrica prior to carrying out any development in the vicinity of the pipelines or intake and outfall.

Centrica welcomes the insertion of this article, but also requires that this provision restricts any building or ground level alteration above the pipelines. It is vital if Centrica is to retain the ability to access its pipelines for maintenance, monitoring and repair purposes that no building and ground level alteration takes place above the pipelines, as this would restrict Centrica’s ability to access the



pipeline. Furthermore, any building or ground level alteration above the pipelines could potentially damage the pipelines. Centrica therefore requests that an additional provision is added to Article 80 which restricts building or ground level alteration above the pipelines, with the exception of any reinforced crossing points to be agreed in the Construction Method Statement. The following amendments to Article 80 are therefore requested:

“80.-(1) The Undertaker shall not build over the pipelines (with the exception of any reinforced crossing points to be agreed under the Construction Method Statement required by Article 80(2)), alter the ground level above them, or otherwise interfere with the pipelines, unless previously agreed in writing with Centrica.

~~(1)~~(2) Notwithstanding the provisions of Article 41, no stage of the authorised development shall commence until a construction method statement to protect the pipelines (offshore and onshore) and intake and outfall has been prepared by the undertaker and submitted to and agreed with Centrica.

~~(2)~~(3) The construction method statement shall include provisions in respect of:

(a) the location and methods of reinforcement of crossing points over the pipelines;

(b) a mechanism for the enforcement of the undertaker’s use of designated crossing points over the pipelines and the agreed reinforcement methods; and

(c) adoption of a prior notification and consent regime which would require the undertaker to:

(i) notify Centrica of its intention to carry out any development within the vicinity of the pipelines and intake and outfall, such notification to be provided at least 48 hours prior to any such development occurring; and

(ii) seek Centrica’s consent to the carrying out of the proposed development within the vicinity of the pipelines and intake and outfall, such consent not to be unreasonably withheld ; and

the authorised development shall thereafter be carried out in accordance with the approved construction method statement.”

Protection of Centrica’s Intake and Outfall

The Protective Provision as currently drafted does not afford protection to Centrica from any impacts on its cooling water intake and outfall as a result of the proposed development or the undertaker’s activities in the Humber (dredging, etc). As stated in previous written submissions, it is vital that the proposed development does not alter the water temperature or increase the level of suspended sediment at Centrica’s cooling intake or increase levels of sedimentation or erosion at the intake and outfall. Whilst it is noted that Article 32 of Schedule 11 includes a Requirement that requires the submission of a scheme for monitoring the cooling water intake and outfall to the MMO, Centrica considers that this should instead be included within the Protective Provision at Part of Schedule 9. Regulations are usually to be monitored, approved and enforced by the local planning authority, Environment Agency or the MMO. Given that monitoring of the intake and outfall and any mitigation measures will be subject to agreement with Centrica it is considered that a Protective Provision is essential. Furthermore, it is considered that enforcement against any breach of this monitoring and mitigation scheme resulting from the proposed development or the undertakers activities in the Humber would be outside the enforcement powers of the local planning



authority or the MMO. Inclusion within the Protective Provision would therefore enable Centrica to injunct the undertaker in the event of a breach, and would therefore provide the necessary protection to Centrica.

It is therefore requested that the following text is added to the Protective Provision for Centrica:

Centrica's Cooling Water Intake and Outfall

"81.(1) No development shall commence until a scheme for the monitoring of the lines of Centrica's cooling intakes and outfalls has been submitted to and approved in writing by Centrica. The scheme shall include:

(a) details of monitoring proposals, including location, frequency, method and details of what will be monitored; and

(b) details of trigger levels and resultant actions / mitigation required if trigger levels are exceeded, and a strategy for implementing these actions / mitigation.

(2) Development shall proceed fully in accordance with the approved scheme and timetable contained therein."

This proposed Article is the same wording as that currently included in the draft DCO as a requirement at Article 32 of Schedule 11. However, for the reasons stated above, it is considered that this should be included within the Protective Provision rather than as a Requirement in Schedule 11.

Protection of Access to the Power Station and CSL Site on Station Road

As stated in previous written submissions, Centrica requires unrestricted access to its power station at all times via its private access road off Chase Hill Road. This road is not capable of handling high volumes of traffic and any increased use could restrict access to the power station. There are also a number of services and pipelines running under this access road, including services associated with the adjacent E.ON power station, which could potentially become damaged from over use of the road, particularly if larger, heavy vehicles use the road and the road currently has a weight restriction. It is therefore important to the continued operation of Centrica's power station, and other parties operations in the area, that this road is not used during construction or operation of the proposed development.

Centrica has previously requested that Able includes a provision in the Heads of Terms currently being discussed between Centrica and Able to agree that the private access road to the power station would not be used. Able has been reluctant to include such provision in the Heads of Terms however. Given that it is important to the continued operation of the power station, it is requested that a provision is included within the DCO which restricts use of this access road by the undertaker. The following addition to the Protective Provision for Centrica is therefore requested:

Power Station Access Road

"82. The undertaker will not make use of the power station access road to access the Order land."

In addition to the above, Able proposes to compulsorily acquire Station Road and extinguish all access rights along this road (shown on the Land Plans and referenced in the Book of Reference as Parcel 03009). Centrica relies on this road to access its CSL site on Station Road (which does not form part of the Order land). As stated in previous written submissions, it is vital that access to the CSL site is not restricted.



Able has stated that rights of access along this road will be re-granted and the Statement of Reasons states at paragraph 2.10 that the private rights to use the road for any users whose land is not being acquired will be re-granted in the same form. There is nothing currently within the DCO however, which would secure new rights for Centrica to use this road. This issue was raised in a written submission from the solicitors of Centrica's landlords at the CSL site, Bethany Jayne Limited, on 8 October 2012 in respect of Bethany Jayne Limited's interests. As a result, a protective provision for Bethany Jayne Limited has been included in the DCO at Part 12 of Schedule 9. Article 87 of this Protective Provision requires that any existing rights for Bethany Jayne Limited passing along Station Road will not be extinguished until a new right of way for Bethany Jayne Limited has been created.

In order to ensure that Centrica can still access the CSL site which it leases from Bethany Jayne Limited, it also requires that the Protective Provision for Centrica secures a new right of access for Centrica to the CSL site along Station Road prior to any existing rights being extinguished, as stated would be the case in the Statement of Reasons. It is therefore requested that the following text is added to Part 10 of Schedule 9:

Right of Access Along Station Road

“83. Before extinguishing any existing rights for Centrica to pass along parcel 03009 (Station Road), the undertaker shall, with the agreement of Centrica, create a new right of way for Centrica, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 58.”

Schedule 11 – Requirements

Schedule 11 of the draft DCO contains a number of provisions which require that Centrica is consulted on various documents which must be submitted to either the local planning authority, the Highways Agency or the MMO prior to the commencement of development.

Centrica supports the inclusion of requirements for consultation with Centrica. However, it has a number of comments to make on these requirements. These, as well as requested amendments, are set out below.

Definition of Centrica

A number of the requirements, including those at Articles 8, 11, 12, 19, 21, 24 and 32 of Schedule 11 refer to “Centrica Plc”. As stated above, Centrica Plc does not have any land interests or rights at North Killingholme, but subsidiary and group companies of Centrica Plc do. These references to “Centrica Plc” in Schedule 11 should therefore be amended to “Centrica” and the definition Centrica requested to be included within Article 2 of Part 1 of the DCO should apply in order to provide clarity that Centrica means Centrica Plc and all of its subsidiary and group companies. This definition should be repeated in Article 1 of Schedule 11 if necessary.

Article 8 – Highway Access

Article 8 requires that no stage of the development commences until consultation is had with Centrica on the details of siting, design and layout of any new permanent or temporary means of access to a public highway to be used by vehicular traffic, or any alteration to an existing means of access to a public highway used by vehicular traffic, and these details have been approved by the relevant local planning authority.

As stated above “Centrica plc” in Paragraph 8 should be changed to “Centrica” to ensure that all subsidiaries are also consulted.



It is also considered that as currently drafted, whilst the undertaker is required to consult with Centrica, Article 8 does not require the undertaker to have due regard to any consultation responses. It is not considered that this goes far enough to ensure that Centrica's interests are protected as any consultation responses could simply be disregarded by the undertaker. Centrica therefore requests that Article 8 is amended to require that the undertaker to have due regard to consultation responses to ensure that comments and concerns are taken on board in the access details submitted to and approved by the relevant local planning authority.

It is therefore suggested that Article 8 is amended as follows:

“8.-(1) No stage of the authorised development shall commence until for that stage, written details of the siting, design and layout of any new permanent or temporary means of access to a public highway to be used by vehicular traffic, or any alteration to an existing means of access to a public highway used by vehicular traffic, has, after consultation with the relevant highway authority and Centrica ~~plc~~, been submitted to and approved by the relevant planning authority.

(2) The undertaker must have due regard to any consultation response received from Centrica.

~~(2)~~**(3) The public highway access must be**

~~(3)~~**(4) No stage of the authorised development shall.....**

~~(4)~~**(5) The Access Management Scheme must.....”**

Article 11 – Surface Water Drainage

Article 11 of Schedule 11 requires that Centrica is consulted on details of a surface water drainage strategy.

Again, Centrica requests that Article 11 is amended to require that the undertaker has due regard to Centrica's consultation response, as follows:

“11.-(1) No stage of the authorised development shall commence until a detailed surface water drainage strategy (based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, and including means of pollution control and funding arrangements) for that stage has been submitted to and approved in writing by the local planning authority, after consultation with Anglian Water, E.On and Centrica ~~plc~~.

(2) The undertaker must have due regard to any consultation response received from Centrica, E.On and Anglian Water.

~~(2)~~**(3) The authorised scheme shall.....”**

Article 12 – Foul Water Drainage

Similar to above, Article 12 requires that Centrica is consulted on details of a foul water drainage strategy. Centrica also requires that Article 12 is amended to ensure that due regard is had to any consultation responses, for the reasons outlined above. The following insertion is requested:

“12.-(1) No stage of the authorised development shall commence until a detailed foul water drainage strategy (including means of pollution control and funding arrangements) for that stage has been submitted to and approved by the relevant local planning authority, after consultation with Anglian Water, E.On and Centrica ~~plc~~.



(2) The undertaker must have due regard to any consultation response received from Centrica, E.On and Anglian Water.

~~(2)~~**(3)** *The authorised scheme shall.....”*

Article 19 – Design of Roads

Article 19 of Schedule 11 requires that Centrica is consulted on the design of streets prior to any works to trunk roads. As with above, Centrica requests that Article 19 is amended, as shown below, to ensure that the undertaker has due regard to Centrica’s consultation comments.

“19.-(1) No stage of the authorised development consisting of the construction or alteration of a street which is a trunk road, including any traffic management and control measures, shall commence until written details of the design of the street have been submitted to and approved by the Highways Agency, after consultation with Centrica ~~plc~~.

(2) The undertaker must have due regard to any consultation response received from Centrica.

~~(2)~~**(3)** *The authorised development, construction or alteration.....”*

Article 21 – Construction Traffic

Article 21 of Schedule 11 requires that Centrica is consulted on the preferred route for construction traffic. Again, Centrica requests that Article 21 is amended to require that consultation responses are had due regard to. The following change is suggested.

“21.-(1) No stage of the authorised development shall commence until written details of the preferred route for that stage to be used by construction traffic on public highways, after consultation with the highway authority and Centrica ~~plc~~, is submitted to and approved by the relevant planning authority.

(2) The undertaker must have due regard to any consultation response received from Centrica.

~~(2)~~**(3)** *Notices shall be erected and maintained.....”*

Article 24 – Travel Plan

Article 24(1) of Schedule 11 requires that no part of the development commences until Centrica is consulted on a travel plan, and this travel plan has been submitted to and approved by the relevant planning authority. Again, Centrica would like this paragraph to be amended to ensure that the undertaker has due regard to its consultation responses. There is also a typographical error in Article 24(1), with “Contrica” referred to rather than “Centrica”. This error should be corrected.

Article 24(2) also refers to the submission and approval of a travel plan, but states that this should be submitted prior to the development being brought into use. There is no requirement in Article 24(2) for consultation with Centrica.

It would appear from the requirements of Article 24(3) that the travel plan required under Article 24(1) relates to traffic during construction phases, whereas that required under Article 24(2) relates to traffic in the operational phase.

There is the potential for traffic generated by the proposed development to impact on Centrica’s operations during both the construction and operational phases of the development. Centrica would therefore expect to be consulted on both travel plans. It is therefore requested that Article 24 is amended as follows:



*“21.-(1) No stage of the authorised development shall commence until, for that stage, after consultation with the highway authority, North East Lincolnshire Council and ~~Centrica~~ **Centrica**, a travel plan, which must include details of the expected means of travel to and from the authorised development and any parking to be provided, has been submitted to and approved by the relevant planning authority.*

*(2) No part of the authorised development shall be brought into use until, after consultation with the highway authority **and Centrica**, a travel plan, which must include details of the expected means of travel to and from the authorised development and any parking to be provided, has been submitted to and approved by the relevant planning authority.*

(3) The undertaker must have due regard to any consultation response received from the highway authority and Centrica.

~~(3)~~(4) The plan approved under paragraph (1) must be implemented during the construction of the authorised development and the plan approved under paragraph (2) must be implemented within one month of the authorised development being brought into use and shall continue to be implemented for as long as the authorised development is used.”

Article 27 – Amendments to Approved Details

Article 27 of Schedule 11 requires that any amendments to the details required under the requirements in Schedule 11 are submitted to and approved by the relevant planning authority.

It is considered that, in order to safeguard the interests of consultees, including Centrica, any amendments to approved details submitted under the requirements in Schedule 11 should also be subject to consultation with those consultees with whom the undertaker is required to consult on the original details. This would ensure that any major amendments to the authorised development do not have an unacceptable impact on consultees and the surrounding area. As such, it is requested that Article 27 is amended as follows:

*“27.(1) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority, the approved details shall be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority, **following re-consultation with those parties that are required to be consulted under the relevant requirements in this Schedule.***

(2) The undertaker must have due regard to any consultation responses received.”

Cooling Water Intakes and Outfalls

Article 32 requires that no development commences until a scheme for monitoring the Centrica and E.ON cooling water intakes and outfalls has been submitted and approved by the MMO following consultation with the Environment Agency, Centrica and E.ON.

As stated above, Centrica considers that matters relating to the monitoring of the cooling water intake and outfall would be better suited as a Protective Provision rather than a Requirement. It is therefore considered that Article 32 should be deleted and instead included as part of the Protective Provision at Part 11 of Schedule 9 as detailed above.



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Conclusion

Centrica is broadly supportive of the amendments made to the Draft DCO. However, it is considered that it does not go far enough in some instances to ensure that all of Centrica's interests and undertakings are protected. By way of copy of this letter, it is therefore requested that the applicant makes the amendments detailed above to the DCO prior to the submission of the final version to the National Infrastructure Directive on 26 October 2012. If any of these amendments have not been made to the final version of the DCO, it is requested that in making a recommendation to the Secretary of the State, the Examining Panel recommend that the DCO is granted subject to the above changes, in order to ensure that the interests and undertakings of Centrica are protected.

Finally, we trust the above is clear and satisfactory; however, if the Examining Panel has any questions relating to the above or requires further clarification please contact either Paul Forshaw or Alex Willis at the above office and we will be happy to provide further information.

Yours faithfully

BNP Paribas Real Estate

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