

18 January 2022

**APPLICATION OF ABLE HUMBER PORTS LIMITED
FOR A MATERIAL CHANGE
TO
THE ABLE MARINE ENERGY PARK DEVELOPMENT CONSENT ORDER 2014
S.I. 2014 NO. 2935**

WRITTEN SUBMISSION

OF

C.GEN KILLINGHOLME LIMITED

(To be submitted electronically for Deadline 3)

OUR REF: JPRK/TWHI/2040148.1

YOUR REF: TR030006



WRITTEN SUBMISSION OF C.GEN KILLINGHOLME LIMITED

1 INTRODUCTION

- 1.1 This Written Submission is made on behalf of C.GEN Killingholme Limited ("**C.GEN**") in connection with the Examination of an application made by Able Humber Ports Limited ("**AHPL**") for a Material Change to the Able Marine Energy Park Development Consent Order granted on 13 January 2014 (the "**DCO**") (the "**Proposed Material Change**").
- 1.2 This Written Submission is made at Deadline 3 of the Examination in response to certain matters as stated in the following Deadline 1 submissions:
- (a) AHPL's Comments on Relevant Representations (Ref: REP1-026); and
 - (b) AHPL's Responses to the Examining Body's ("**ExB**") First Written Questions ("**ExQ1**") (Ref: REP1-019).
- 1.3 C.GEN requests that the contents of this Written Submission are considered by the ExB alongside matters already set out in C.GEN's Written Representation (Ref: REP1-028) and Responses to ExQ1 (Ref: REP1-029).

2 C.GEN'S WRITTEN SUBMISSIONS

2.1 Interaction with Other Development / Staged Development of AMEP

- 2.1.1 C.GEN has had regard to AHPL's comments at Paragraphs 12.5 to 12.8 (inclusive) of Examination Document Ref: REP1-026 and also to AHPL's response to ExQ1 Q1.0.9.
- 2.1.2 In response, C.GEN wishes to reiterate the point made at Paragraph 3.2 of its Written Representation (Ref: REP1-028), namely that provision by AHPL of an updated masterplan or series of masterplans covering development across the entirety of the land within the Order Limits during both construction and operational phases would be likely to:
- (a) help give credence to AHPL's current stated position (i.e. that an 'interim development scenario' does not give rise to more significant environmental effects than have already been assessed for the AMEP scheme as proposed); and
 - (b) allow C.GEN, the ExB and other interested parties the opportunity to consider the current proposals for the Able Marine Energy Park ("**AMEP**") on a holistic basis - acknowledging as AHPL has itself set out (in response to ExQ1 Q1.0.9) the rapid pace of change within the renewable energy sector over the last decade.

2.2 Existing Centrica Infrastructure and Protective Provisions

- 2.2.1 C.GEN notes AHPL's comments at Paragraph 12.4 of Examination Document Ref: REP1-026 and also its responses to ExQ1 Q2.0.4 and Q3.0.4.
- 2.2.2 Notwithstanding the points made by AHPL at Deadline 1 with regard to the existing protective provisions originally included for Centrica PLC's benefit at Schedule 9,

Part 10 to the DCO (the "**Centrica Protective Provisions**"), C.GEN wishes to reiterate its view that certain, yet arguably straightforward, amendments to the Centrica Protective Provisions are necessary in order to take account of the likely effects of the Proposed Material Change and also for the avoidance of future doubt.

2.2.3 The amendments which C.GEN requests are made to the Centrica Protective Provisions via the draft DCO Amendment Order are summarised at Paragraph 3.3.3 of its Written Representation (Ref: REP1-028) and also in C.GEN's response to ExQ1 Q2.0.4. However, for ease of reference, the Appendix to this Written Submission contains a marked up version of the relevant parts of the DCO, including the Centrica Protective Provisions, with C.GEN's requested amendments shown in tracked changes.

3 **NEXT STEPS**

3.1 C.GEN would be pleased to provide the ExB with further clarification in respect of any matters set out in this Written Submission.

Bryan Cave Leighton Paisner LLP

On Behalf of C.GEN Killingholme Limited

18 January 2022

Appendix
C.GEN's Requested Modifications to the DCO

Article 2(1):

“Centrica” means ~~Centrica—Plc~~C.GEN Killingholme Limited, company number ~~0303365406422434~~, whose principal office is at ~~Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD~~130 Shaftesbury Avenue, London, W1D 5EU, ~~and all of its subsidiaries, and Group companies, its successors in title, transferees, assignees, etc., including but not limited to Centrica KPS Ltd, Centrica Storage Limited and Centrica Energy;~~

Schedule 9, Part 10:

PART 10

FOR THE PROTECTION OF CENTRICA ~~PLC~~

93. For the protection of Centrica the following provisions, unless otherwise agreed in writing between the undertaker and Centrica, have effect.

94. In this Part of this Schedule, “the pipelines” means Centrica’s cooling water pipelines and condensate pipeline.

95. Before extinguishing any existing rights for Centrica to keep, inspect, renew and maintain its infrastructure on, over or in the Order land or to cross the Order land to access its infrastructure, the undertaker, with the agreement of Centrica, must create a new right to keep, inspect, renew and maintain the infrastructure in the same location or a new right of access that is reasonably convenient for Centrica, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 57 (arbitration).

The pipelines

96.—(1) No stage of the authorised development is to 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) The construction method statement must include provisions in respect of—

- (a) the location and methods of reinforcement of crossing points over the pipelines and restrictions on building and altering the ground level over the pipelines elsewhere;
- (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) any further protective measures which Centrica reasonably requests are adopted by the undertaker in order to ensure the continued integrity of the intake and outfall; and

~~(e)~~(d) adoption of a prior notification and consent regime which would require the undertaker to—

- (i) 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
- (ii) 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

the authorised development must be carried out, operated and maintained in accordance with the approved construction method statement.

97. Before extinguishing any existing rights for Centrica to pass along parcel 03009 (Station Road), the undertaker, with the agreement of Centrica, must 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 57 (arbitration).

Power station access road

98. The undertaker must not make use of the power station access road to access the Order land without the consent of Centrica and on such conditions as Centrica may apply.

General

99. Any dispute arising between the undertaker and Centrica under this Schedule must be determined by arbitration as provided in article 57 (arbitration).



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