

5 August 2025

The Planning Inspectorate  
National Infrastructure  
Planning  
Temple Quay House  
2 The Square  
Bristol, BS1 6PN

**By email only**

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Dear The Planning Inspectorate

**SABIC UK PETROCHEMICALS LIMITED AND SABIC PETROCHEMICALS BV (URN 20053908)**

**APPLICATION BY MORGAN OFFSHORE WIND LIMITED AND MORECAMBE OFFSHORE WINDFARM LIMITED FOR**

**THE MORGAN OFFSHORE WIND PROJECT AND MORECAMBE OFFSHORE WINDFARM: TRANSMISSION ASSETS DEVELOPMENT CONSENT ORDER (EN020028)**

**DEADLINE 4**

We are instructed by the above companies (**SABIC**) in relation to the above Application.

This letter and the enclosed documents comprise SABIC's Deadline 4 Response.

We enclose the following documents:

1. Written Summary of Oral Submission to CAH2; and
2. Written Summary of Oral Submission to ISH3

We also provide one further response in respect of an issue arising at the hearings as follows:

**Request for a Statement of Common Ground (SoCG) at Deadline 6**

At CAH2, held on 1 August 2025, SABIC requested that if protective provisions have not been agreed by Deadline 6 (22 October 2025) the Examining Authority should require a SoCG between the Applicant and SABIC to include:

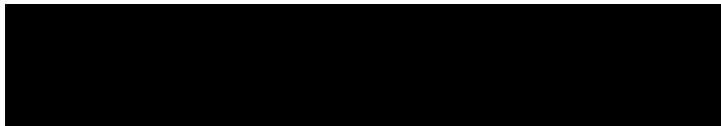
1. Each party's preferred provisions;
2. A redline showing the differences between them; and
3. Each party's reasoning as to why their version should be preferred.

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We agreed to repeat request in writing in our Deadline 4 Submission.

SABIC is concerned to avoid a situation where a series of submissions are made late in the examination, with each party seeking to have the last say as it addresses points made in the last submission.

Yours faithfully

A large black rectangular redaction box covering the signature area.

**Womble Bond Dickinson (UK) LLP**

**SABIC UK PETROCHEMICALS LIMITED AND SABIC PETROCHEMICALS BV (URN 20053908)**

**APPLICATION BY MORGAN OFFSHORE WIND LIMITED AND MORECAMBE OFFSHORE WINDFARM LIMITED FOR**

**THE MORGAN OFFSHORE WIND PROJECT AND MORECAMBE OFFSHORE WINDFARM:  
TRANSMISSION ASSETS DEVELOPMENT CONSENT ORDER (EN020028)**

**DEADLINE 4**

**WRITTEN SUMMARY OF SABIC'S REPRESENTATIONS TO**  
**ISSUE SPECIFIC HEARING NO.3**

**1. AGENDA ITEM 3: ARTICLE 33 (FUNDING)**

- 1.1 The order provides that the Secretary of State must approve a guarantee or security and the amount of that security before compulsory acquisition powers are used by the undertaker.
- 1.2 The Applicant confirmed in its Response to Written Representations from Statutory Consultees [REP2-031] that the process is designed to allow the Secretary of State to assess the adequacy of the security, based on financial information provided by the Applicants.
- 1.3 Article 33 does not:
  - 1.3.1 Provide what information must be supplied to the Secretary of State;
  - 1.3.2 Nor does it require the Applicant to make enquiries of landowners as to the knock-on effect of the acquisition of rights.
- 1.4 SABIC is concerned about two main issues:
  - 1.4.1 A situation where the Applicant undervalues the likely compensation due to SABIC's because it fails to understand the compensation consequences of suspending or extinguishing its rights; or
  - 1.4.2 A situation arising whereby the Applicant does not anticipate taking SABIC's rights when the amount of the security is approved but then requires them due to engineering difficulties.
- 1.5 Following a meeting with the Applicant on Monday 28 August SABIC believes there is a way forward to address this issue, but there has not been time to work out the detail of this.

**2. AGENDA ITEM 6: REQUIREMENT 12 RELATING TO THE ECOLOGICAL MANAGEMENT PLAN (EMP)**

- 2.1 The EMP provides for wader scrapes and planting in the vicinity of SABIC's pipeline (the TPEP).
- 2.2 SABIC is concerned about where the proposed wader scrapes will be located in terms of loss of soil cover, erosion and land slip, which could affect the TPEP. A minimum 6 metre buffer needs to be provided between any part of the pipeline and any wader scrape.
- 2.3 It also considers that there should be an enforceable mechanism to ensure that the hedgerow planting required under this requirement, and requirements 6 and 7 accords with SABIC's standard restrictions on planting (which includes minimum distances for different species).

- 2.4 These are set out in a table in SABIC's Reply to the Applicant's Response to Written Representations from Statutory Consultees [REP3-107].
- 2.5 Following a meeting with the Applicant on Monday 28 August SABIC believes there is a way forward to address this issue, but there has not been time to work out the detail of this.

Womble Bond Dickinson (UK) LLP

05 August 2025

**SABIC UK PETROCHEMICALS LIMITED AND SABIC PETROCHEMICALS BV (URN 20053908)**

**APPLICATION BY MORGAN OFFSHORE WIND LIMITED AND MORECAMBE OFFSHORE WINDFARM LIMITED FOR**

**THE MORGAN OFFSHORE WIND PROJECT AND MORECAMBE OFFSHORE WINDFARM:  
TRANSMISSION ASSETS DEVELOPMENT CONSENT ORDER (EN020028)**

**DEADLINE 4**

**WRITTEN SUMMARY OF SABIC'S REPRESENTATIONS TO**  
**COMPULSORY ACQUISITION HEARING NO. 2**

**1. CURRENT POSITION**

- 1.1 SABIC does not object to this scheme in principle. However, it does need to secure suitable and adequate protective provisions within the DCO before it can remove its objection.
- 1.2 SABIC provided its protective provisions to the Examining Authority in Annex 2 of its Written Representation [REP1-195]. These differ materially from those contained in Part 3 of Schedule 10 of the current draft DCO [REP3-009]. Although there have been some useful negotiations between the parties regarding the final form of protective provisions, which have moved a lot closer to agreement, there remain some areas where agreement has not yet been reached.
- 1.3 Because amended protective provisions are not before the Examination, SABIC's submissions at CAH2 must be made in relation to the latest draft order (rather than anything which has been negotiated). Areas where there may be an understanding all remain without prejudice unless and until something is formally submitted to the Examination.

**2. OPERATIONAL CONTEXT**

**2.1 The TPEP**

- 2.1.1 SABIC is the owner and operator of the Trans-Pennine Ethylene Pipeline which is known as the "TPEP".
- 2.1.2 The TPEP is a high pressure buried pipeline which is used to transport ethylene between Teesside and Vynova's facilities at Runcorn.
- 2.1.3 The electricity cables proposed by the Applicants will cross the TPEP, roughly at right angles, south-east of Newton with Scales, creating the possibility of accident or, most pertinent to a compulsory acquisition hearing, the possibility of severance of the pipeline due to the acquisition or suspension of rights.
- 2.1.4 Additionally, the Applicant has chosen this location for the "permanent environmental mitigation works" (Work Nos. 49A and 49B), which include the creation of wader scrapes and planting which could also negatively affect the TPEP.
- 2.1.5 On this point, SABIC takes some comfort from the amendments to the Outline Ecological Management Plan submitted at Deadline 2 [REP2-018] which recognises the location of the TPEP and the need for stand-off distances for the wader scrapes. However, SABIC considers that amendments will still be needed to the protective provisions to deal with their concerns.

## **2.2 Regulation**

- 2.2.1 The TPEP is a major accident hazard pipeline and governed by the Pipelines Safety Regulations 1996. These regulations place SABIC under a duty to take all necessary measures to prevent a major accident from occurring, and to limit the consequences to people and the environment of any major accidents which do occur. Paragraph 4.2 of SABIC's Written Representation [REP1-195] sets this out in more detail.
- 2.2.2 It is important that suitable and workable protective provisions are included in the DCO in relation to the approval of works details, to allow SABIC to comply with its statutory duties.

## **2.3 Diversions**

- 2.3.1 The nature of the TPEP means that it cannot easily be diverted. Any diversion would be likely to have to:
  - (a) Isolate a section of the TPEP over 10 miles in length; and
  - (b) Purge it of ethylene,before the works could take place.
- 2.3.2 It would be likely to take 5-6 weeks to complete such works and the consequences of such an interruption are difficult to quantify and would be difficult to minimise or mitigate. Key points around potential disruption to SABIC and the broader chemical sector are set out in Section 4.3 of SABIC's detailed Written Representation [REP1-195].
- 2.3.3 It is important therefore that the protective provisions either provide that the TPEP cannot be diverted, or that diversion only occurs as an absolute last resort, and place very careful limitations and controls on the Applicant's powers of compulsory acquisition of SABIC's rights.

## **3. SABIC'S STATUS**

- 3.1 SABIC is not a statutory undertaker. Although the pipeline has similar characteristics to those of statutory undertakers, SABIC is not a statutory undertaker. As a result, notwithstanding the nature of its pipeline, SABIC does not benefit from protections which might otherwise apply – for example article 42 (statutory undertakers) or the standard protective provisions in Part 1 of Schedule 10 (protective provisions).
- 3.2 It is, therefore, entirely reliant on securing protective provisions to protect its apparatus.
- 3.3 SABIC asks that the Examining Authority keeps this in mind when considering the issue of SABIC's protective provisions.

## **4. SPLIT OPERATION AND INVENTORY OWNERSHIP**

- 4.1 One important feature of SABIC's operations is that they are split between two companies:
  - 4.1.1 SABIC UK Petrochemicals Limited, which operates the TPEP;
  - 4.1.2 SABIC Petrochemicals BV, which owns the ethylene within the pipelines.
- 4.2 This arrangement reflects the international, transcontinental nature of SABIC's chemical business.
- 4.3 It is a well-established principle that protective provisions have a role in protecting the financial position of the organisation affected by the scheme, because otherwise the authorised

development could cause a third party to suffer significant financial losses, thereby putting their future operations at risk.

- 4.4 SABIC's protective provisions therefore provide for the benefit of the indemnity and the insurance policy to include SABIC Petrochemicals BV. This is to place SABIC, and the Applicant, in the same position they would be in if SABIC's business was not an international one, organised in this way
- 4.5 Otherwise, the Applicant would be able to carry out their operations free of a section of the liability that they would usually be subject to in relation to other undertakers.

## **5. ADJUDICATION: REQUEST FOR A STATEMENT OF COMMON GROUND**

- 5.1 The overall position in relation to protective provisions is that progress has been made and, at present, there appears to be a reasonable prospect of securing agreement on the wording before the end of the Examination.
- 5.2 However, there remain a number of details which are still under discussion, and we do need to consider how they would be resolved should agreement not be reached and the Secretary of State be obliged to adjudicate. SABIC's previous experience of this scenario is that this can lead to a series of submissions late in the examination with each party seeking to have the last say as it addresses points made in the last submission.
- 5.3 SABIC would therefore ask that, in circumstances where agreement has not been reached, the Examining Authority should require the submission of a Statement of Common Ground between the Applicant and SABIC at Deadline 6 (on 22 October) setting out the final position.
- 5.4 This request is set out in more detail in SABIC's Covering Letter submitted at this deadline (Deadline 4).

Womble Bond Dickinson (UK) LLP

05 August 2025